

APPENDIX A

HUMAN SERVICES SUPPORT
BARGAINING UNIT CLASSIFICATIONS


Class Title

BLIND PLACEMENT WKR 11
COMMUNITY PLCMNT ASST 8
COMMUNITY PLCMNT ASST 9
COMMUNITY PLCMNT ASST E10
DSBLT DTRMNTN ASST 8
DSBLT DTRMNTN ASST 9
DSBLT DTRMNTN ASST E10
EMP SRVS ANLST 10
EMP SRVS ANLST 12
EMP SRVS ANLST 9
EMP SRVS ANLST P11
EMPLNT SERVICE INTVR 11
EMPLNT SERVICE INTVR 9
EMPLNT SERVICE INTVR E10
HOME AIDE 6
HOME AIDE 7
HOME AIDE E 8
INDIAN OUTREACH WKR 8
INDIAN OUTREACH WKR 9
INDIAN OUTREACH WKR E10
INTERPRETER DEAF 6
INTERPRETER DEAF 7
INTERPRETER DEAF 9
INTERPRETER DEAF E 8
LIABILITY EXAMINER 8
LIABILITY EXAMINER 9
LIABILITY EXAMINER E10
MIGRANT SRVS WORKER 8
MIGRANT SRVS WORKER 9
MIGRANT SRVS WORKER E10
UN EMP INS EXM 11
UN EMP INS EXM 8
UN EMP INS EXM 9

1 UN EMP INS EXM E10
2 UNEMP INS ANL 10
3 UNEMP INS ANL 12
4 UNEMP INS ANL 9
5 UNEMP INS ANL DPTL TR 9
6 UNEMP INS ANL P11
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Appendix B-1 SEIU Local 517-M Membership Card

	MICHIGAN PUBLIC EMPLOYEES, SEIU LOCAL 517M Human Services Support Bargaining Unit - Application for Membership	
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NAME: _____ MALE _____ FEMALE _____ SS# _____

HOME ADDRESS: _____ CITY/STATE/ZIP: _____

COUNTY: _____ EMAIL ADDRESS: _____

HOME PHONE: () _____ WORK PHONE: () _____

WORKSITE LOCATION: _____ DEPT/AGENCY: _____

WORK ADDRESS: _____ WORK CITY/STATE/ZIP: _____

JOB CLASSIFICATION: _____

Please choose a Chapter location where you would like to attend meetings:

CHAPTER # & LOCATION _____ 1 Escanaba/Marquette (UP-West) _____ 2 Newberry (UP-East) _____ 3 Cadillac Area _____ 4 Grayling/Gladwin/Roscommon Areas _____ 5 Grand Rapids Area _____ 6 Saginaw/Tri-Cities Area _____ 7 Kalamazoo/Plainwell Area _____ 8 Jackson/Ann Arbor Area _____ 9 Lansing - Labor & Economic Growth _____ 10 Lansing - North MLK Blvd. _____ 11 Lansing - MDOT - Design/Local Services _____ 12 Lansing - Secondary Complex & MSP Lab _____ 13 Lansing - MDOT - Traffic & Safety	CHAPTER # & LOCATION <i>continued</i> _____ 14 Lansing - MDOT - Planning _____ 15 Lansing - DEQ - AQD, GLMD _____ 16 Lansing - DEQ - Water, ESSD, OGL _____ 17 Lansing - DEQ - WHMD & RRD _____ 18 Lansing AGR and MSP Labs _____ 19 Oakland/Macomb/St. Clair Counties _____ 20 Wayne County _____ 21 Lansing District Office & Agriculture Downtown _____ 22 Cadillac Place _____ 23 Fisher Building, Detroit _____ 24 Saginaw BWUC RICC _____ 25 Grand Rapids BWUC RICC _____ 26 All Other Downtown Departments (DLEG, DNR, DMB, DMA, FIA)
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SIGNATURE: _____ DATE _____

FILL OUT COMPLETELY, FOLD, SEAL & RETURN TO SEIU LOCAL 517M (ADDRESS PRINTED ON REVERSE; NO POSTAGE REQUIRED)

VISIT US ON OUR WEBSITE AT: WWW.SEIU517M.ORG

MICHIGAN PUBLIC EMPLOYEES, SEIU LOCAL 517M
Authorization for Payroll Deduction

MISU					EE 01
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Social Security Number

On this date, _____, I, the undersigned, do hereby authorize the State of Michigan to deduct the sum of \$21.10 each two-week pay period from any earned accrued wages due me, until revoked by written notice, and to remit same to Michigan Public Employees, SEIU Local 517M for payment of my Union dues. Consent is additionally hereby given to increase or decrease the specific sum of \$21.10 deduction each two week period to that of any amount determined by the Union in accordance with the Constitution and By-Laws of the Michigan Public Employees, SEIU Local 517M.

Signature of Employee _____

Name (Please Print) _____ Worksite Department/Agency _____

*Dues, fees, and assessments to SEIU Local 517M are not deductible as charitable contributions for federal income tax purposes. Dues paid to SEIU Local 517M, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

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Appendix B-2
Service Fee Card

MICHIGAN PUBLIC EMPLOYEES, SEIU Local 517M
Authorization for Service Fee Payroll Deductions

MISU

Social Security Number						Deduction Code	
						E	M01

On this date, _____, I, the undersigned, do hereby authorize the State of Michigan to deduct the sum of \$18.57 in advance of each two-week pay period from any earned wages due me, until revoked by written notice, and to remit the same to the Michigan Public Employees, SEIU Local 517M for payment of my Service Fee Deduction. Consent is additionally hereby given to increase or decrease the specific sum of \$18.57 deduction each two-week pay period to that of any amount determined by the Union in accordance with the Constitution and By-Laws of the Michigan Public Employees, SEIU Local 517M.

Signature of Employee _____

Name (Please Print) _____ Department _____

"Dues, fees, and assessments to SEIU 517M are not deductible as charitable contributions for federal income tax purposes. Dues paid to SEIU 517M, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code."

1 APPENDIX C-1

2
3 LETTER OF UNDERSTANDING

4
5 Article IV, Section I

6
7 UNION SECURITY, AGENCY SHOP

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9
10 During negotiations in 1988, the parties discussed problems related to deduction
11 of union dues and service fees for employees recalled from layoff or returning
12 from a leave of absence of less than one year. There may also be problems
13 related to such deductions for employees scheduled from furlough to permanent-
14 intermittent positions.

15
16 The Employer agrees to investigate and correct such problems, wherever
17 possible. To the extent that such problems cannot be corrected through changes
18 in the automatic processing of dues/service fee deductions, the Employer will
19 revise manual processing of Employer documents related to entry on duty in an
20 effort to make the processing of such deductions as reliable as possible.

FOR THE EMPLOYER

FOR THE UNION

/s/ George G. Matish
George G. Matish
Director, Office of
State Employer

/s/ Victoria Cook Bumbaugh
Victoria Cook-Bumbaugh
President

10/24/88
Date

10/20/88
Date

/s/ Susan O'Doherty 10/20/88
Susan O'Doherty Date

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1 APPENDIX C-2

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3 LETTER OF UNDERSTANDING

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5 Article 4 - UNION SECURITY

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8 During Bargaining of 1995, the parties discussed the problems that the Union
9 has continued to experience with regard to the dues deduction process. In an
10 effort to resolve these problems, the parties have agreed as follows:

11
12 1. The Office of the State Employer shall, in consultation with SEIU Local 31-
13 M, investigate the feasibility of redesigning the computer report known as
14 the "Contract Voting Register" to indicate whether each employee listed
15 received a paycheck for the pay period covered by the report. The
16 Employer shall pay for design/redesign of the report. The Employer shall
17 continue providing the report biweekly at no cost to the Union.

18
19 2. The Appointing Authority shall provide instructions to designated
20 management representatives at the work locations concerning distribution
21 and collection of membership and representation service fee cards with
22 other entry-on-duty paperwork. The instructions shall direct that signed
23 cards returned to the designated representative be forwarded to the
24 Union, as currently required by Article 4, Section 1.F.

25
26 The instructions shall also inform the designated representatives that until
27 the Office of the State Employer notifies the Appointing Authority that the
28 Union has implemented an approved agency fee objection procedure, no
29 employee is required to file a membership or service fee representation
30 card.

31
32 The State Employer shall obtain and provide to the Appointing Authority a
33 transaction coding list to assist in ensuring that dues and representation
34 service fees are properly continued in the PPRISM system.

35
36 3. SEIU Local 31-M shall provide to employing departments adequate
37 supplies of both membership cards and representation service fee cards
38 on an ongoing basis.

39
40 4. SEIU Local 31-M shall be responsible for transmitting signed payroll
41 deduction authorization cards for dues and representation service fees to
42 the designated Appointing Authority representatives after receiving the
43 cards from the designated management representatives at the work
44 locations.

1 5. The Employer shall deduct dues or representation service fees as
2 provided in Article 4, Union Security. A deduction and remittance
3 schedule is shown in the following example:
4

5 Pay period 1: Signed card received and Unions' transmittal
6 document date stamped as received by the Appointing Authority.
7

8 Pay period 2: Deductions begin. The first deduction is for pay
9 periods 1 and 2.
10

11 Pay period 3: The Employer remits to the Union the dues/fees
12 deducted for pay periods 1 and 2.
13

14 This example is for illustrative purposes only and is not intended to change
15 any provisions of Article 4.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 4/12/96
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 4/12/96
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 4/12/96
Susan O'Doherty Date

Appendix C-3

SEIU LOCAL 517M
HUMAN SERVICES SUPPORT UNIT

Article 16

LETTER OF UNDERSTANDING
BANKED LEAVE TIME PROGRAM

Section 1. Eligibility.

Permanent and limited-term, full-time, part-time, seasonal, and permanent intermittent, probationary and non-probationary employees shall be required to participate in the Banked Leave Time Program (Program), known as Part B under the State's Annual and Sick Leave Program. Non-career employees are not eligible to participate in the Program.

Section 2. Definitions and Description of Program.

An eligible employee shall work a regular work schedule, but receive pay for a reduced number of hours. The employee's pay shall be reduced by four (4) hours per pay period for full-time employees, and by a pro-rata number of hours for less than full-time employees. The employee will be credited with a like number of Banked Leave Time (BLT) hours for each biweekly pay period.

Section 3. Hours Eligible for Conversion to Program.

The number of BLT hours for which the employee receives credit shall be accumulated and reported periodically to participating employees. During the term of this Letter of Understanding, an employee shall not be able to accumulate in excess of 160 BLT hours. Accumulated BLT hours shall not be counted against the employee's regular annual leave cap, known as Part A hours under the Annual and Sick Leave Program.

The employee shall be eligible to use the accumulated BLT hours in a subsequent pay period in the same manner as annual leave, pursuant to Article 16. Compensatory time must be utilized prior to the utilization of BLT hours.

1 Section 4. Timing of Conversion of Unused Program Hours.

2
3 Upon an employee's separation, death or retirement from state service, unused
4 BLT hours shall be contributed by the State to the employee's account within the
5 State of Michigan (401(k) plan and, if applicable, to the State of Michigan 457
6 plan. Such contributions shall be treated as nonelective employer contributions,
7 and shall be calculated using the product of the following: (i) the number of BLT
8 hours and, (ii) the employee's base hourly rate in effect at the time of the
9 contribution.

10
11 If the amount of a projected contribution would exceed the maximum amount
12 allowable under Section 415 of the Internal Revenue Code (when combined with
13 other projected contributions that could against such limit), the State shall first
14 make a contribution to the employee's account within the State of Michigan
15 401(k) plan up to the maximum allowed, and then make the additional
16 contribution to the employee's account within the State of Michigan 457 plan.

17
18 Section 5. Insurances, Leave Accruals and Service Credits.

19
20 Retirement service credits, overtime compensation, longevity compensation, step
21 increases, continuous service hours, holiday pay, annual and sick leave accruals
22 will continue as if the employee had received pay for the BLT hours. Premiums,
23 coverage and benefit levels for insurance programs (including LTD) in which the
24 employee is enrolled will not be changed as a result of participation in the
25 Program. Employees shall incur no break in service due to participation in the
26 Program. The Program is not intended to have an effect on the Final Average
27 Compensation calculations under the State's Defined Benefit Plan nor the salary
28 used for employer contribution calculations under the State's Defined
29 Contribution Plan.

30
31 Section 6. Relationship to Voluntary Work Schedule Adjustment (VWSA) Plan
32 A and Voluntary Work Schedule Adjustment (VWSA) Plan C.

33
34 Before incurring unpaid VWSA Plan A or VWSA Plan C hours, all BLT hours
35 must be exhausted.

36
37 Section 7. Term.

38
39 The Pay reduction and accrual provisions of this Letter of Understanding shall
40 continue through the end of the pay period of October 22, 2005.

1 FOR THE UNION

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4 /s/ Charlotte L. Duncil 11/1/04

5 Charlotte L. Duncil

6 President

7 HSS Division, SEIU Local 517M

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FOR THE EMPLOYER

/s/ Jan F. Miller 11/1/04

Jan F. Miller

Office of the State Employer

Appendix C-4

SEIU LOCAL 517M
HUMAN SERVICES SUPPORT UNIT

LETTER OF UNDERSTANDING
Article 22 - ECONOMICS
New Base Step

Effective October 1, 2005, a new base step will be added to each level of each pay range which shall be the current base step minus the difference between the current base step and the first base step. In the event that the creation of such a new base step results in an employee employed in this bargaining unit on the effective date of this agreement being placed at a lower pay rate upon promotion than they would have received under the pay range structure in place on September 30, 2005, the Employer will utilize provisions of Civil Service Regulation 5.01, Section 3.d.3a(3) to grant an additional step.

FOR THE UNION

FOR THE EMPLOYER

/s/ Charlotte L. Duncil 11/1/04

/s/ Jan F. Miller 11/1/04

Charlotte L. Duncil

Jan F. Miller

President

Office of the State Employer

HSS Division, SEIU Local 517M

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APPENDIX C-5

LETTER OF UNDERSTANDING

Article 8 - REPRESENTATION AND TIME OFF WITHOUT LOSS OF PAY

14 During negotiations in 2001, the parties agreed to meet after the implementation
15 of the Remote Initial Claims Centers (RICCs) to discuss the jurisdictional areas of
16 Chief Stewards to resolve the issue of representation by Chief Stewards in
17 another Department. Discussions will focus on the release of a Chief Steward on
18 accrued leave credits when representation provided is in another Department.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 1/15/02
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 1/8/02
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 1/14/02
Susan O'Doherty Date

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APPENDIX C-6

SEIU LOCAL 517-M
HUMAN SERVICES SUPPORT UNIT

LETTER OF UNDERSTANDING

BLUE HEALTH CONNECTION
DURABLE MEDICAL EQUIPMENT AND PROSTHETIC AND ORTHOTIC
APPLIANCES

During the negotiations in 2004, the parties agreed to implement the Disease Management Program known as Blue Health Connection as provided in Article 22, Section 4(I).

The parties also agreed to amend the State Health Plan benefit for a durable medical equipment (DME), and a prosthetic and orthotic appliance network as provided for in Article 22, Section 4, Paragraph S, on a one (1) year trial basis. After one (1) year of experience at the new benefit level, the Union may elect to continue the benefit at that level or return to the former benefit level of coverage at 90% after meeting the deductible.

Both of these programs will result in improved benefits for employees and a cost savings to the State Health Plan. The parties therefore agree to request Civil Service Commission approval to implement these provisions effective April 1, 2005 or as soon as administratively feasible thereafter.

FOR THE UNION	FOR THE EMPLOYER
<u>/s/ Jackie Adams 2/17/05</u>	<u>/s/ Thomas S. Fredericks 2/17/05</u>
Jackie Adams, President	Thomas S. Fredericks
HSS Division, SEIU Local 517M	Office of the State Employer

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3 APPENDIX C-7
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5 LETTER OF UNDERSTANDING
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7 Article 10 - LABOR-MANAGEMENT MEETINGS
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9 Article 13 - LAYOFF AND RECALL
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11 Article 14 - ASSIGNMENT AND TRANSFER
12

13 Article 19 - PERMANENT-INTERMITTENT EMPLOYEES
14
15

16 During bargaining in 1991, the parties discussed issues and problems in the
17 MESC related to the cyclical nature of the work and its effect on the work load
18 and efficient staffing; potential cost saving measures; various scheduling
19 systems; and the types of positions utilized in the U.C. Worker classification, in
20 particular the U.C. Worker-Permanent, U.C. Worker-Temporary, and U.C.
21 Worker-Permanent Intermittent Appointments and how these types of positions
22 can most efficiently be utilized for providing service to the public while
23 recognizing employment priorities for Human Services Support Bargaining Unit
24 members.

25
26 The Human Services Support Bargaining Unit Agreement contains provisions for
27 conducting Labor-Management Meetings in accordance with Article 10. Topics
28 such as, but not limited to, those identified above may be discussed in Labor-
29 Management meetings. Such meetings shall not be considered bargaining. A
30 representative from the Office of the State Employer may attend such meetings.

31
32 The discussions conducted in these Labor-Management Meetings may result in
33 joint recommendations to the Office of the State Employer to modify the primary
34 agreement. If such recommendations resolve the parties' concerns regarding the
35 topics noted herein, the Michigan Employment Security Commission and Local
36 31-M, SEIU, AFL-CIO, CLC shall request the Office of the State Employer to
37 incorporate the recommendations into a Letter of Understanding which, upon
38 approval by the Civil Service Commission, will become a part of the Human
39 Services Support Bargaining Unit Agreement. Such Letter of Understanding
40 shall include a provision to combine the names from both the transfer and recall
41 lists in seniority order to fill vacancies in accordance with Articles 13 and 14.
42

43 Furthermore, the parties agree to hold in abeyance the expiration of employees'
44 recall rights resulting in their separation from State employment through March 1,
45 1992. This deadline may be extended by mutual agreement based on the
46 progress of the committee's work. The committee will review the question of the

1 expiration of recall rights for employees and its effect on their employment and
2 attempt to reach a resolution.

FOR THE EMPLOYER

FOR THE UNION

/s/William C. Whitbeck 8/26/91
William C. Whitbeck Date
Director, Office of the
State Employer

/s/ Victoria Cook Bumbaugh 8/25/91
Victoria Cook Bumbaugh Date
President, Local 31-M, SEIU
AFL-CIO, CLC

/s/ Susan O'Doherty 8/25/91
Susan O'Doherty, OSE Date

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NOTE: Since this Letter of Understanding is obsolete, it is reprinted here for
background information purposes only. The Union is not precluded from raising
issues identified in the first paragraph in Labor-Management Meetings pursuant
to Article 10.

1 APPENDIX C-8

2 LETTER OF UNDERSTANDING

3 Article 11 - HEALTH AND SAFETY

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8 During bargaining in 1995, the parties discussed concerns within the Department
9 of Social Services regarding Home Aides who work in the Foster Care and
10 Children's Protective Services programs.

11
12 The parties agree to discuss in a cooperative fashion in Labor Management
13 Meetings, the following issues discussed in bargaining with the intent to reach
14 resolution. The topics shall include but not be limited to the subjects listed below
15 with regard to health and safety problems. Any agreement reached on the
16 identified issues will be expressed in a Letter of Understanding or a Letter of
17 Intent pursuant to Article 20, Section 12.

- 18
19 1. Threats from clients
20 2. Assaults on workers
21 3. Abusive/insulting language from clients
22 4. Testing for drugs by Home Aides
23 5. Cellular phones to be used by Home Aides while on duty

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

1 APPENDIX C-9

2 LETTER OF UNDERSTANDING

3 Article 11- HEALTH AND SAFETY

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8 During bargaining in 1995, the parties discussed the Union's concerns related to
9 potential exposure to Hepatitis B of Home Aides, Migrant Services Workers, and
10 Migrant Services Aides while they perform their job duties. The parties have
11 agreed to a meeting with the Office of the State Employer, the Department of
12 Social Services, the Union, and a representative of the Michigan Department of
13 Public Health/MIOSHA to review the standards and criteria utilized in the
14 determination of those employees reasonably expected in the course of their
15 routine work to be exposed to Hepatitis B, and therefore candidates for the
16 Hepatitis B pre-exposure vaccination series.

17
18 The parties will also discuss the provision of universal precautions kits, including
19 disposable gloves, for Home Aides, Migrant Services Workers, and Migrant
20 Services Aides within the Department of Social Services.

21
22 Any agreement reached on the issues of Hepatitis B vaccinations and/or
23 universal precautions kits will be expressed in a Letter of Understanding or a
24 Letter of Intent pursuant to Article 20, Section 12.

25 FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 4/12/96
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 4/10/96
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 4/12/96
Susan O'Doherty Date

1 APPENDIX C-10

2
3 LETTER OF UNDERSTANDING

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5 Article 13 – LAYOFF AND RECALL

6
7 During negotiations in 2001, the parties agreed to meet and jointly propose
8 suggestions regarding appropriate classifications for recall for employees laid off
9 from Civil Service classifications that no longer exist at the time of recall.
10 Suggestions proposed by the parties will be jointly referred to the State
11 Personnel Director for a determination.
12
13

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 1/15/02
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 1/8/02
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 1/14/02
Susan O'Doherty Date

14

1 APPENDIX C-11

2 LETTER OF UNDERSTANDING

3 Article 13 - LAYOFF AND RECALL
4
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6 This Letter of Understanding outlines the parties' agreement regarding the rights
7 of Unemployment Agency employees who move to the Employment Service
8 Agency (ESA) on or about July 1, 1999 as the result of a successful bid to
9 provide Wagner-Peyser Act (W-P) employment services in State Workforce
10 Development Board (WDB) areas in accordance with the Discussion Notes and
11 Addendum between the Michigan Jobs Commission (MJC) and the U.S.
12 Department of Labor.

13 1. Eligible employees who are included in the staffing component of a
14 successful competitive bid will, as a result of moving to the ESA:

15 a) continue to accrue and retain their seniority as outlined in Article 12 of
16 the Human Services Support Unit Collective Bargaining Agreement;

17 b) continue to accrue and retain all of the time toward the next
18 preauthorized class level, or toward reallocation;

19 c) experience no reduction in rate of pay or benefits.

20 Such employees shall have the rights outlined in paragraph 2 below in the
21 event the contract with a WDB is terminated for any reason, including an
22 unsuccessful subsequent competitive bid for the W-P program year
23 beginning July 1, 2001.

24 2. Upon termination of the contract, affected employees shall be provided with
25 notice of layoff in accordance with the Article 13 provision on layoff
26 procedure and bumping in the ESA, and shall exercise their bumping rights
27 within the ESA in accordance with that provision. If the employee is unable
28 to bump under these conditions, she/he shall be laid off. A laid-off employee
29 shall be entitled to have his/her name placed on the Work Location Recall
30 List for recall to positions within the ESA. In addition, employees may elect
31 to have their names placed on the Statewide Recall List in accordance with
32 Article 13, Section 10. Employees laid off as a result of the termination of a
33 contract shall be recalled by the Unemployment Agency (UA) from the
34 Statewide Recall List in order of seniority, with the most senior employee
35 recalled first. Such recall to the UA under this Letter of Understanding shall
36 take priority over filling vacancies by transfer according to Article 14, Section
37 4. Removal of names shall be in accordance with Article 13, Section 12.

1

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 10/22/98
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 10/22/98
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 10/22/98
Susan O'Doherty Date

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1 APPENDIX C-12

2 LETTER OF UNDERSTANDING

3 Article 13 - LAYOFF AND RECALL

4
5 Section 5 - Layoff Procedure and Bumping in the MESC

6
7 Section 12 - Removal of Name from Recall Lists

8 Article 14 - ASSIGNMENT AND TRANSFER

9 Section 3 - Transfer

10
11 The undersigned parties agree that prior to allowing an employee to bump or
12 transfer into, or prior to recalling an employee to, or prior to hiring an individual into
13 an Unemployment Insurance Analyst 9/10/P11 (formerly Unemployment Insurance
14 Analyst IV/V/VIB) position in the Quality Improvement Division, she/he will be
15 surveyed to determine whether she/he is willing to accept a position which:

- 16
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22 - audits the accuracy of randomly selected U.I. payment activities
23 throughout the State by interviewing claimants, reviewing related
24 media including employer records, and interviewing employers when
25 necessary;
26
27 - provides an initial training period;
28
29 - requires extensive travel using your own car, which is reimbursable,
30 or a state car;
31
32 - requires some overnight stays in other cities, which are reimbursable;
33
34 - may require overtime, which will be paid in accordance with the
35 Human Services Support Unit Agreement.
36

37 If you are eligible and willing to accept such a position, indicate
38 willingness in your priority order on this form by designating U.I. Analyst 9/10/P11
39 S.O. Travel.
40

41 If the employee responds negatively to the inquiry, she/he will be allowed where
42 applicable to exercise his/her remaining bumping or
43

- 1 transfer options, to remain on the recall list from which she/he was called, or to
- 2 remain on the employment list from which she/he was called.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 12/3/93
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 12/1/93
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 12/3/93
Susan O'Doherty Date

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1 APPENDIX C-13

2
3 RIF PACKET

4
5 Letter of Understanding
6 MESC and Local 31-M
7 August 16, 1985
8

9 Article 13, Section 10.B - Layoff Information Packet

10
11 The undersigned parties agree that the obligations created by Article XIII, Section
12 10.B of the 1984-85 Agreement (as ratified by the Commission on January 4,
13 1985) have been completely and finally fulfilled in accordance with the terms
14 specified herein.
15

16 1. MESC #7108. Recall Card.

- 17
18 a. The agency agrees to include three #7108 cards with each
19 RIF packet.
20
21 b. The statement "additional #7108s (Recall Cards) can be
22 obtained from the branch manager" shall be added to the
23 newly printed #7108.
24
25 c. The following statements shall also be added to the #7108.
26
27 1) You have recall rights to any class in the Human
28 Services Support bargaining unit in which you have
29 acquired status.
30
31 2) If you have acquired status in any classes outside the
32 Human Services Support bargaining unit, it is
33 absolutely critical that you complete and return the
34 Civil Service application in order to be considered for
35 appointment to those classes.
36
37 3) Your recall rights will exist for a period of six (6) years.
38
39 4) You are eligible for recall to any MESC office in the
40 state based on your seniority and work location
41 choices as listed on Form #7108, Recall Card
42 regardless of the work location/layoff unit from which
you were originally laid off.
5) You may during layoff, revise the recall card at any
time. You must notify personnel in writing. The revised
recall locations will not be in effect until two weeks
after personnel has received your written request.

1 APPENDIX C-14

2 ADDENDUM to RIF PACKET

3 Article 13, Section 10.B - Layoff Information Packet

4 ATTENTION: Please read this addendum completely before completing
5 and returning any of the forms in this RIF PACKET.

6 During the 1984-1985 contract negotiations, the Union and the
7 Employer agreed to ".... work jointly in the development of information
8 that will be compiled and supplied to employees who may be laid off
9 advising them of the procedures for placement on the "referral" lists.
10 In addition, the information will include explanations and appropriate
11 forms for other options provided under the agreement such as annual
12 and/or sick leave payoffs/freeze, and insurance payments" in
13 accordance with Article XIII, Section 10.B.

14 Because of the large supply of some of the pre-printed forms, it is not
15 possible to revise all forms immediately. The purpose of this
16 addendum is to provide additional clarification as suggested by Local
17 31-M with regard to the forms addressed in this addendum.

18 I. MESC #7318 Annual Leave/Insurance Option.

19 A. ANNUAL LEAVE.

- 20 1) If you elect not to freeze your Annual Leave, the total balance will be
21 paid off when you receive your last paycheck.
- 22 2) While on layoff status, if you elect to receive a payoff of your annual
23 leave balance, you must request in writing the payoff of your annual
24 leave from the Branch Manager at your last work location.
- 25 3) If you elect to freeze your Annual Leave, upon expiration of your
26 recall rights, the total payment for the remaining balance of your
27 Annual Leave will be sent to your last known address.

28 B. SICK LEAVE.

29 Your Sick Leave balance shall be frozen at the time of your layoff. In the
30 event you should terminate your State employment while on layoff or at
31 the time of expiration of your recall rights, employees hired prior to
32 October 1, 1980 shall be entitled to a percentage payoff according to the
33 following chart:

<u>SICK LEAVE ACCUMMULATION IN HOURS</u>	<u>PERCENTAGE PAID</u>
Less than 104	0
104-208	10
209-416	20
417-624	30
625-832	40
833 or more	50

1 1) If you elect to terminate your State employment and want your sick
2 leave paid off in accordance with the above you must request in
3 writing the payoff of your Sick Leave from the Branch Manager at
4 your last work location.

5 2) When your recall rights have expired the State will mail the payment
6 for your Sick Leave balance as described above to your last known
7 address.

8 C. INSURANCE OPTIONS. The following is to be read in conjunction with
9 the current language on form #7318. Annual Leave/Insurance Options:

10 1) You may elect to prepay your premiums of Health, Life, Dental, and
11 Vision Care coverage only one time during the fiscal year (from
12 October 1st to September 30th). However, if you should be recalled
13 to a temporary position within two pay periods of your layoff, you will
14 be able to exercise the pre-payment option if you are subsequently
15 laid off during the fiscal year.

16 2) You are also eligible to continue your Health and Life Insurance
17 coverages through the direct payment process for up to 12 months
18 after the date of the layoff. The insurance company will bill you
19 directly for the premiums. Initial payment statement for Blue
20 Cross/Blue Shield will be sent by your Personnel Department. The
21 12 month period of eligibility shall begin with the most recent date of
22 layoff.

23 3) Employees enrolled in HMOs should contact their respective HMO
24 for direct billing arrangements.

25 4) After the expiration of the twelve (12) month direct payment on your
26 State Health Insurance you have the option of continuing your
27 coverage in the following manner:

28 A. After twelve (12) months of direct pay, Blue Cross and Blue
29 Shield of Michigan will mail you their Group Conversion Applica-
30 tion form to your last known address on file. It will be your
31 responsibility to fill this form out and mail it back to Blue
32 Cross/Blue Shield of Michigan.

33 B. If you have an HMO, you must contact your particular HMO
34 directly to make arrangements.

35 5) Vision Care and Dental Insurance cease after 30 days following the
36 last day worked.

37 6) Upon request, insurance booklets are available from your Personnel
38 Department.

39 II. MESC #7313. Temporary Recall Card (Blue)

40 I understand that accepting or declining a temporary assignment will not
41 affect my recall rights to a permanent position.

42 NOTE: Since this Addendum to RIF Packet is obsolete, it is reprinted here for
43 background information purposes only.

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APPENDIX C-15
LETTER OF UNDERSTANDING
Human Services Support Agreement
Article XIII, Layoff and Recall
Section 11 - Recall from Layoff

During the course of the 1984 negotiations the issue of the expiration of recall rights for laid off Human Services Support Bargaining Unit employees was discussed. In recognition of the fact that as of August 1, 1984, a large number of laid off Human Services Support Bargaining Unit employees' recall rights expired prior to the new Agreement being reached to extend recall rights from three years to six years, the parties have agreed to bridge the recall rights for all employees of the Human Services Support Bargaining Unit whose recall rights would otherwise have expired as of August 1, 1984, that the period of time between and thereafter until August 1, 1984 and the date upon which the new Agreement has been approved by the Civil Service Commission. Employees affected by the provisions of this Letter of Understanding shall continue to have recall rights for an additional three years.

In order to facilitate the reinstatement of employees on applicable recall lists/cards, the parties agree that the Departments/Agency shall have sixty (60) calendar days from the date all signatures are obtained to review the recall documents and make any necessary changes. In the event there is a dispute over an employee's recall rights that may be attributed to the provisions of this Letter of Understanding, the parties agree to meet and attempt to resolve the dispute. It is not intended that an error in the administration of these terms result in the displacement of employees who have been previously recalled, but result in the employee whose recall rights have been abridged being placed in seniority order on applicable recall lists.

FOR THE UNION

/s/ Vicki Cook Bumbaugh
Vicki Cook-Bumbaugh, President

FOR THE EMPLOYER

/s/ James B. Spellicy
(for) John B. Bruff, Director

Dated: February 22, 1985

/s/ Paulette Granberry
Paulette Granberry
Contract Negotiator

Dated: February 22, 1985

1 APPENDIX C-16

2
3 LETTER OF UNDERSTANDING

4
5 Human Services Support Unit

6
7 Article XIII, Sec. 13, Temporary Appointments

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9
10
11 During the course of the negotiations on Article XIII, Temporary Appointments,
12 the parties discussed the terms and conditions of employment for Bargaining Unit
13 employees who are recalled to temporary appointments. The parties have
14 agreed that employees recalled on a temporary basis are not eligible for leave of
15 absences as provided in Article XVI of the Agreement.

16
17 It is intended that the terms and conditions of employment for employees recalled
18 to temporary appointments except as herein provided be consistent with those of
19 continuing permanent employees except where those terms are not applicable as
20 provided by the Agreement. In the event there is a dispute over the application
21 of conditions of employment for employees recalled to temporary appointments,
22 the Union and the Employer shall attempt to immediately resolve the issue. In
23 the event the dispute cannot be resolved it can be grieved in accordance with the
24 provisions of the Agreement.

FOR THE UNION

FOR THE EMPLOYER

/s/ Vicki Cook Bumbaugh
Vicki Cook-Bumbaugh

/s/ John B. Bruff
John Bruff

/s/ Antoinette Stafford
Antoinette Stafford

/s/ Paulette Granberry
Paulette Granberry

Dated: October 10, 1984

Dated: October 10, 1984

1 APPENDIX C-17

2 LETTER OF UNDERSTANDING

3 Article 13, Section 13 - Temporary Appointment

4 Article 14, Section 6 - Detailing

5 The parties agree that, when the Employer decides to recall a Temporary
6 Employee (as provided in Article XIII, Section 13) for the purpose of accommo-
7 dating a request for a detail to another work location, the following procedure will
8 be followed:

- 9 1. The Employer shall first ask for volunteers from the permanent staff at the
10 work location that will detail the Employee. The Employer shall detail
11 qualified volunteers (as provided in Article XIV, Section 6) in seniority
12 order.
- 13 2. In the event that there are insufficient qualified volunteers, the Employer
14 may recall an employee from the work location "Temporary Recall" list,
15 (blue card); hereinafter referred to as the recall list. The Employer, when
16 making the employment offer, will inform the Employee that if he/she
17 accepts the temporary appointment, he/she will be detailed to another
18 work location. The Employer will also inform the Employee of the work
19 location he/she will be detailed to.
- 20 If the Employee refuses the temporary recall solely because he/she does
21 not want the detail assignment to another work location, the Employee
22 shall retain his/her place on the recall list. The Employer may then offer
23 the assignment to the next Employee on the recall list in seniority order.
- 24 3. While the Employer is attempting to recall an Employee for a temporary
25 appointment, the Employer may detail its permanent, qualified employees
26 in inverse seniority order (as provided in Article XIV, Section 6.)
- 27 4. The Employer shall pay the Employee that is detailed meal and travel
28 reimbursement as provided in Article XXII, Section 18.
- 29 5. The provisions of Article XIII, Section 13, and Article XIV, Section 6
30 remain effective except where altered in this Letter of Understanding.

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For the Office of State Employer

/s/ George G. Matish
George Matish Date

/s/ Susan J. O'Doherty 5/28/87
Susan O'Doherty Date

For the Employer

For the Union

/s/ Toni M. Moore 5/26/87
Toni M. Moore Date
MESC

/s/ Victoria Cook Bumbaugh 5/26/87
Victoria Cook Bumbaugh
Date
LOCAL 31-M

7

1 APPENDIX C-18

2
3 LETTER OF UNDERSTANDING

4
5 Article 13 – LAYOFF AND RECALL

6
7 Article 14 – ASSIGNMENT AND TRANSFER

8
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10 During bargaining in 2001, the parties agreed to establish a committee to study
11 the issues of potential placements for employees in the UA who would have to
12 relocate in order to continue working with the UA following the implementation of
13 the Remote Initial Claims Centers (RICCs). The committee will include a
14 representative from the Unemployment Agency, Department of Civil Service,
15 Office of the State Employer and SEIU Local 31-M.

16
17 The committee will request the assistance of Civil Service in conducting
18 qualification reviews and assessments in order to determine other classifications
19 for which the employee may be eligible for consideration as well as identifying
20 training that could be made available to assist employees in meeting eligibility
21 requirements for other positions.

22
23 The committee will also review information on relocation services that provide
24 assistance and advice to employees who are relocating, in order to determine the
25 feasibility of using such a service.

26
27 The committee will also work jointly on the development of information that will
28 be compiled and supplied to employees who may be laid off. The information will
29 include explanations and appropriate forms for other options provided under the
30 agreement, such as annual and/or sick leave payoffs/freeze and insurance
31 payments. Discussion will focus on Article 13, Section 14.B and D, the recall
32 card and layoff notice issued to Bargaining Unit members.

33 FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 1/15/02
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 1/8/02
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 1/14/02
Susan O'Doherty Date

1 APPENDIX C-19

2 LETTER OF UNDERSTANDING

3 Article 13 – LAYOFF AND RECALL

4 Article 14 – ASSIGNMENT AND TRANSFER

5 Article 22 - ECONOMICS

6 The parties have discussed the assignment of branch office employees in the
7 Bureau of Workers and Unemployment Compensation (BW&UC) to three work
8 locations that are expected to become Remote Initial Claims Centers (RICCs).
9 Such assignment will occur upon adjustment of staffing levels or closure of
10 branch offices to which the employees are currently assigned. The parties agree
11 that the procedure specified below will be followed:

- 12
13 1. The Employer will mail a Work Location Preference Form listing the three
14 work locations to employees by August 30, 2002.
- 15
16 2. The Employer will provide employees with information when available on job
17 assignment, training, and work schedule. Sources of information on the
18 metropolitan areas in which the work locations are situated will be provided
19 as it becomes available.
- 20
21 3. Each employee will complete the preference form, ranking up to three work
22 locations in order of preference. A choice of "None" will also be available.
23 Employees shall return the card to the Office of Human Resources no later
24 than September 23, 2002.
- 25
26 4. The Employer shall acknowledge receipt of each employee's Preference
27 Form within ten (10) weekdays after the due date. The Employer shall
28 provide copies of the Preference Forms to the Union by September 30,
29 2002.
- 30
31 5. Employees who have listed at least one work location shall be assigned in
32 seniority order as indicated on Preference Forms. Seniority for probationary
33 employees shall be as follows: date of hire into the bargaining unit in a
34 classification in which status was attained, regardless of branch office
35 closure date. However, if this is not possible based on excess applications
36 for available positions, assignments shall be made in seniority order.
37 Employees who list fewer than three work locations and whose seniority is
38 not sufficient to be assigned to one of their choices shall be laid off.
- 39
40 6. If an employee assigned to a work location pursuant to paragraph 5
41 concurrently remains assigned to a branch office, the Employer will hold the
42 position in the new work location pending the employee's assignment from
43 the branch office to the work location.

- 1
2 7. Employees who selected "None" on the Preference Form or who will be laid
3 off pursuant to paragraph 5 above shall be given 14 calendar day's written
4 notice of layoff and shall be laid off. Dates of layoff will vary by branch office.
5 Such layoffs shall be in reverse seniority order. The Employer will
6 concurrently provide the notice of layoff to the Union.
7
8 8. For full-time continuing employees who accept assignment at a RICC that is
9 farther than a 75-mile radius from their current work location, who must
10 relocate in order to continue working for the Unemployment Agency, and
11 who agree to continue employment in the new location for a minimum of one
12 year, the Employer agrees to reimburse up to \$3,000 in moving expenses.
13 An employee who voluntarily separates from employment with UA in less
14 than one year shall repay all moving expense reimbursements. Charges in
15 excess of the specified reimbursement amount must be paid by the
16 employee. This reimbursement may cover any eligible expense under
17 Subsections B, C, D, and F of Article 22, Section 17, Moving Expenses. In
18 lieu of expenses under Subsection B, the employee may utilize a commercial
19 rental truck service and shall submit receipts for reimbursement of such truck
20 or trailer rental charges.
21
22 9. For employees covered by paragraph 8 above, the Employer agrees to
23 provide up to four (4) days of administrative leave to secure housing.
24
25 10. If the seniority list being used to implement this Letter of Understanding is
26 different from the most recent seniority list provided to the Union under
27 Article 12, Section 5B, upon request by the Union the Employer will furnish
28 such list to the Union within a reasonable period of time.
29
30 11. This Letter of Understanding supersedes the LOU on assignment to Remote
31 Initial Claims Centers dated 1/15/2002 (Appendix C-19 of the collective
32 bargaining agreement).
33

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 8/25/02
Janine M. Winters, Director Date
Office of the State Employer

/s/ Charlotte Duncil 8/22/02
Charlotte Duncil, President Date
SEIU Local 31-M AFL-CIO

/s/ Susan O'Doherty 8/26/02
Susan O'Doherty Date

1 APPENDIX C-20

2
3 LETTER OF UNDERSTANDING

4
5 Article 15 - HOURS OF WORK AND OVERTIME

6
7 Article 16 - LEAVES

8
9
10 During bargaining in 1995, the parties discussed MESC timekeeping issues, such
11 as the recording and utilization of leave credits and the policy of the MESC
12 regarding attendance, overtime, and related issues. As a result of these
13 discussions, the parties agreed that representatives of the Union and the MESC
14 will hold Labor-Management Meetings to undertake a comprehensive review of
15 those topics and others, including but not limited to the anticipated revision of the
16 MESC's policy on attendance, plans for implementing the revised policy, and
17 plans for implementing a positive timekeeping system. If these discussions
18 resolve the parties' concerns, they will jointly make recommendations to the
19 Office of the State Employer, to be incorporated into a Letter of Understanding
20 pursuant to Article 20, Section 12.

21
22 Labor-Management Meetings may also be held with other employing
23 departments to discuss related timekeeping issues.

24
25 The Office of the State Employer will participate in these meetings as needed. If
26 the parties' concerns are not resolved through these meetings, the recording and
27 utilization of time under a positive timekeeping system is an appropriate subject
28 for secondary negotiations.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

1 APPENDIX C-21

2
3 LETTER OF UNDERSTANDING

4 Office of the State Employer and SEIU Local 31-M

5 Implementation of the Family and Medical Leave Act

6
7 Except as otherwise provided by specific further agreement between SEIU
8 Local 31-M and the Office of the State Employer, the following provisions reflect
9 the parties' agreement on implementation of the rights and obligations of
10 employees and the Employer under the terms of the Family and Medical Leave
11 Act ("FMLA" or "Act") as may be amended and its implementing Regulations as
12 may be amended which took effect for the Human Services Support bargaining
13 unit on February 5, 1994.

14 1. Employee Rights. Rights provided to employees under the terms of
15 the Local 31-M collective bargaining agreement are not intended to be
16 diminished by this Letter of Understanding. Contract rights relating to leaves of
17 absence under the collective bargaining agreement shall not be reduced by
18 virtue of implementation of the provisions of the Act. Neither the collective
19 bargaining agreement nor this Letter of Understanding is intended to diminish
20 any employee's rights under the Act.

21 2. Employer Rights. The rights vested in the Employer under the Act
22 must be exercised in accordance with the Act unless modified by the provisions
23 of the collective bargaining agreement or this Letter of Understanding.

24 3. Computation of the "twelve month period". The parties agree that an
25 eligible employee is entitled to a total of twelve (12) work weeks of FMLA leave
26 during the twelve (12) month period beginning on the first date the employee's
27 parental, family care, or medical leave is taken; the next twelve (12) month period
28 begins the first time leave is taken after completion of any twelve (12) month
29 period.

30 4. Qualifying Purpose. The Act provides for leave with pay using
31 applicable leave credits or without pay for a total of twelve (12) work weeks
32 during a twelve (12) month period for one or more for the following reasons:

33 a. Because of the birth of a son or daughter of the employee and in
34 order to care for such son or daughter ("parental leave");

35 b. Because of the placement of a son or daughter with the employee
36 for adoption or foster care ("parental leave");

37 c. In order to care for the spouse, son, daughter, or parent of the
38 employee, if such spouse, son, daughter or parent has a serious
39 health condition as defined in the Act ("family care leave");

1 d. Because of a serious health condition, as defined in the Act, that
2 makes the employee unable to perform the functions of the position
3 of the employee ("medical leave").

4 5. Department of Labor Final Regulations and Court Decisions. The
5 parties recognize that the U.S. Department of Labor has issued its final
6 regulations implementing the Act effective April 6, 1995. However, the Employer
7 may make changes necessitated by any amendments to the Act and regulations
8 or subsequent court decisions. The Employer shall provide timely notice to the
9 Union and opportunity for the Union to meet to discuss the planned changes.
10 Such discussions shall not serve to delay implementation of any changes
11 mandated by law. Planned changes shall not reduce contractual leave rights
12 provided in the collective bargaining agreement.

13 6. Complaints. Employee complaints involving the application or
14 interpretation of the FMLA or its Regulations are not grievances under the
15 collective bargaining agreement. Any such complaints may be filed by an
16 employee directly with the employee's Appointing Authority. The Union may, but
17 is not obligated to, assist the employee in resolving the employee's complaint
18 with the employee's Appointing Authority. Grievances alleging paid or unpaid
19 leave contract violations shall continue to be filed in accordance with the
20 contractual grievance procedure. However, an arbitrator shall not have authority
21 to interpret the provisions of the Act.

22 7. Eligible Employee. For purposes of FMLA leave entitlement, eligible
23 employees are those employees who have been employed by the Employer for
24 at least twelve (12) months and have worked at least 1,250 hours in the previous
25 twelve (12) months. An employee's eligibility for contractual leaves of absence
26 remains unaffected by this Letter of Understanding; however, such leaves will
27 count towards the employee's FMLA Leave entitlement, as provided in this Letter
28 of Understanding, after the employee has been employed by the Employer for at
29 least twelve (12) months and has worked 1,250 hours during the previous twelve
30 (12) month period. For purposes of FMLA leave eligibility, "employed by the
31 Employer" means "employed by the State of Michigan." Hours worked is
32 intended to include leave used by a Union representative during his/her regular
33 work hours pursuant to Article 7 and Article 8 of the collective bargaining
34 agreement. Hours worked is not intended to include time spent on union
35 business and union activity conducted outside the Union representative's regular
36 work hours.

37 8. Twelve Work Weeks During a Twelve Month Period. An eligible
38 employee is entitled under the Act to a combined total of twelve (12) work weeks
39 of FMLA leave during a twelve (12) month period.

1 9. General Provisions.

2 a. It is understood that when an employee uses his/her entitlement to
3 FMLA leave, the amount of time used under the FMLA shall count toward
4 the employee's right to a like type of contractual leave of absence as
5 indicated below:

6 <u>FMLA Leave Type:</u>	<u>Contractual Leave Type:</u>
7 Birth or Adoption	Parental Leave
8 Foster Care Placement	None
9 Care of Spouse, Son, Daughter	
10 or Parent	None
11 Medical Leave for Self	Up to Six (6) Months of Medical Leave
12	of Absence in a Five (5) Year Period
13	

14 b. Employees may request and shall be allowed to use accrued annual
15 or personal leave, deferred hours, or compensatory time to substitute for
16 any unpaid FMLA leave.

17 c. The Employer may designate a Leave of Absence under Plan C of
18 the Voluntary Work Schedule Adjustment Program ("VWSAP") as an
19 FMLA leave if the employee provides information to the Employer in
20 accordance with the Act that the leave is for a qualifying purpose under
21 the Act. A Plan A reduced work schedule under the VWSAP may be
22 designated by the Employer as an FMLA leave, if the employee provides
23 information to the Employer that the leave is for a qualifying purpose
24 under the Act. Only leave that is for a qualifying purpose under the Act
25 will be counted toward the employee's FMLA leave entitlement.

26 d. Employees may request and shall be allowed to use accrued sick
27 leave to substitute for unpaid FMLA leave for the employee's own serious
28 health condition or serious health condition of the employee's spouse,
29 child, or parent. Article 16, Section 3 rights shall continue as provided in
30 the collective bargaining agreement.

31 e. The Employer may temporarily reassign an employee to an
32 alternative position at the same classification and level with equivalent pay
33 in accordance with the collective bargaining agreement when it is
34 necessary to accommodate an intermittent leave or reduced leave
35 schedule requested by the employee in accordance with the Act. Such
36 temporary reassignment may occur when the intermittent leave or reduced
37 leave schedule is intended to last longer than a total of ten (10) work days,
38 whether consecutive or cumulative. The Employer will make every
39 reasonable effort to reassign these employees within their existing work
40 location. For purposes of layoff and recall, the employees shall remain in
41 the layoff unit applicable to the position they held prior to their temporary
42 reassignment pursuant to this paragraph. Upon completion of an

1 intermittent leave or reduced leave schedule, employees shall be returned
2 to the position they held prior to their temporary reassignment pursuant to
3 this paragraph as provided in the FMLA.

4 f. Second or third medical opinions, at the Employer's expense, may be
5 required from health care providers when the employee requests a leave
6 which is designated as counting against an employee's FMLA family care
7 or medical leave entitlement in accordance with the Act.

8 g. Return to work from an FMLA leave will be in accordance with the
9 provisions of the Act and the collective bargaining agreement.

10 10. Insurance Continuation. Health Plan benefits will continue in
11 accordance with the Act. Negotiated insurance coverages and benefits will
12 continue as provided in the collective bargaining agreement for employees on
13 contractual leave.

14 11. Medical Leave. Up to twelve (12) work weeks of paid or unpaid
15 medical leave during a twelve (12) month period, granted pursuant to the
16 collective bargaining agreement, may count towards an eligible employee's
17 FMLA leave entitlement.

18 12. Annual Leave. When an employee requests to use annual or
19 personal leave and it is determined, based on information provided to the
20 Employer in accordance with the Act that the time is for a qualifying purpose
21 under the Act, the Employer may designate the time as FMLA leave and it will be
22 counted against the employee's twelve (12) work week FMLA leave entitlement if
23 the time is either:

- 24 a. To substitute for an unpaid intermittent or reduced leave schedule; or
25 b. When the absence from work is intended to be for five (5) or more
26 consecutive work days.

27 Only leave that is for a qualifying purpose under the Act will be counted toward
28 the employee's FMLA leave entitlement. Where an employee has not requested
29 the use of annual or personal leave, the Employer will not require use of such
30 paid leave time to substitute for an unpaid FMLA leave.

31 13. Sick Leave. An employee may request to use sick leave to substitute
32 for unpaid leave taken for a qualifying purpose under the Act. Contractual
33 requirements that employees exhaust sick leave before a medical leave
34 commences shall continue. An employee requesting an FMLA family care leave
35 must first exhaust his/her sick leave credits. If it is determined, based on
36 information provided to the Employer in accordance with the Act that the sick
37 leave time is for a qualifying purpose under the Act, the Employer may designate
38 the sick leave time as FMLA leave and it will be counted against the employee's
39 twelve (12) work week FMLA leave entitlement if the time is either:

- 1 a. To substitute for an unpaid intermittent or reduced leave schedule; or
2 b. When the absence from work is intended to be for five (5) or more
3 consecutive work days.

4 Annual leave or personal leave used at the employee's request and in
5 accordance with current practice, in lieu of sick leave, may be likewise counted.
6 Only leave that is for a qualifying purpose under the Act will be counted toward
7 the employee's FMLA leave entitlement.

8 14. Parental Leave. Except as specifically provided herein, contractual
9 parental leave guarantees are unaffected by implementation of FMLA. Contractual
10 parental leave extensions beyond twelve (12) months shall be administered
11 as provided in the collective bargaining agreement. An employee's entitlement to
12 FMLA parental leave will expire and must conclude within twelve (12) months
13 after the birth, adoption, or foster care placement of a child. In accordance with
14 the Act, an eligible employee is only entitled to twelve (12) work weeks of leave
15 for foster care placement of a child. Up to twelve (12) work weeks of parental
16 leave will be counted towards the FMLA leave entitlement. An employee may
17 request to substitute annual or personal leave for any portion of the unpaid FMLA
18 parental leave. Intermittent or reduced leave schedules may only be taken with
19 the Employer's approval.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

1 APPENDIX C-22

2
3 LETTER OF UNDERSTANDING

4
5 Agreement on Implementation of the Family and
6 Medical Leave Act
7

8
9 During bargaining in 1998, the parties agreed that paragraph 13, Sick Leave, of
10 the Letter of Understanding on implementation of the Family and Medical Leave
11 Act dated 11/9/95 shall be modified to provide that an employee must first
12 exhaust sick leave credits down to 80 hours before an FMLA family care leave
13 commences.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 10/22/98
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 10/22/98
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 10/22/98
Susan O'Doherty Date

14

1 APPENDIX C-23

2
3 LETTER OF UNDERSTANDING

4
5 Article 22 - ECONOMICS

6
7 Payroll Deductions and Remittance for Educational Trust Fund

8
9
10 The parties recognize that the State may offer state employees the opportunity
11 for payroll deduction in conjunction with individual employees' participation in a
12 program similar to the Michigan Educational Trust (M.E.T.) Program. In the
13 event the State initiates a payroll deduction opportunity for trust fund participants,
14 members of the bargaining unit who are trust fund participants will be offered the
15 opportunity to individually initiate enrollment in such payroll deduction program.

16
17 It is understood that initiation and continuation of the payroll deduction program is
18 subject to the provisions of applicable statutes and regulations, and will be
19 administered in accordance with such laws and regulations. Should the State
20 determine to alter, amend, or terminate such payroll deduction program, the
21 State will provide the Union advance notice and, upon Union request, meet to
22 review and discuss the reasons for such actions prior to their implementation.

23
24 For purposes of administering contractual union security provisions and payroll
25 accounting procedures, it is understood and agreed that such payroll deduction,
26 if and when individually authorized by the employee, will be taken only when the
27 employee has sufficient residual earnings to cover it after deductions for any
28 applicable employee organization membership dues or service fees have been
29 made.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

1 APPENDIX C-24

2 LETTER OF UNDERSTANDING

3 Article 22 - ECONOMICS

4 In recognition of the fact that the reorganization of the Unemployment
5 Agency will result in the closing of branch offices throughout the State, and in
6 recognition of the fact that layoffs of employees who are unable to relocate to a
7 Remote Initial Claims Center (RICC) are likely to result in the permanent
8 termination of the employment relationship, the parties agree to the establish-
9 ment of severance pay for such UA employees.

10 A. Definitions.

11 (1) Layoff - For purposes of this LOU, layoff is defined as the
12 termination of active State employment solely as a direct result of a
13 layoff of an employee who is unable to relocate to a RICC. Other
14 separations from active State employment such as layoffs for
15 reductions in force, leaves of absence, resignation, suspension or
16 dismissal shall not be considered a layoff under the terms of this
17 LOU.

18 (2) Week's Pay - Week's Pay is defined as an employee's gross pay for
19 forty (40) hours of work at straight time excluding such things as
20 shift differential and "P" rate at the time of layoff.

21 (3) Year of Service - Year of Service is defined as 2088 hours recorded
22 in the State's payroll system (see Severance Pay Schedule).

23 B. Eligibility.

24 The provisions of this LOU shall apply only to employees with more than
25 one year of service who have been laid off from the Unemployment
26 Agency because they are unable to relocate to a RICC. Further, the
27 following employees shall not be eligible to receive severance pay:
28

29 (1) Employees who are in unsatisfactory employment status.

30 (2) Employees with a temporary or limited term appointment having a
31 definite termination date.

32 C. Time and Method of Payment.

33 After an employee has been laid off for six (6) months in accordance with
34 the provisions of this LOU, she/he shall be notified by the Unemployment
35 Agency in writing that she/he has the option of remaining on the recall
36 list(s) or of accepting a lump sum severance payment and thereby

1 forfeiting all recall rights. The employee must notify the Unemployment
2 Agency in writing of his/her decision either to accept the severance
3 payment or to retain recall rights. An employee who does not notify the
4 Agency in writing of his/her decision shall be deemed to have elected to
5 retain recall rights.

6 If the employee chooses to remain on recall and rejects the payment,
7 the employee has the option at any time within the next six (6) months of
8 accepting the lump sum severance payment and thereby forfeiting all
9 recall rights. An employee who reaches such decision during the second
10 six (6) month period shall notify the Unemployment Agency in writing of
11 his/her decision.

12 An employee who has been laid off for twelve (12) months shall be
13 notified by the Unemployment Agency in writing that she/he must choose
14 either to accept the lump sum severance payment or to reject such
15 payment. By rejecting such payment, the employee shall retain recall
16 rights in conformance with the provisions of the Human Services Support
17 Unit Agreement and shall have no further opportunity to receive
18 severance payment. The employee must notify the Unemployment
19 Agency in writing of his/her decision within fourteen (14) calendar days of
20 receipt of the Unemployment Agency's notification. An employee who
21 does not notify the Unemployment Agency in writing of his/her decision
22 to accept the severance payment shall be deemed to have permanently
23 rejected such payment and to have retained recall rights in accordance
24 with Article 13. If an employee elects to accept the lump sum payment,
25 the employee's name shall be removed from all recall lists and such
26 payment shall be made by the Unemployment Agency within sixty (60)
27 calendar days of receipt of the employee's decision.

28 D. Disqualification.

29 An employee laid off as defined in this LOU who has not elected in
30 writing to accept severance payment shall be disqualified from receiving
31 such payment under the following conditions:

32
33 (1) If the employee is deceased.

34 (2) If the employee is hired for any position by an Employer.

35 a. If such employment requires a probationary period, upon
36 successful completion of such period.

37 b. If no probationary period is required, upon date of hire.

38 c. If a probationary period is required and the employee does not
39 successfully complete such required probationary period and is

1 therefore separated, such time of employment shall be bridged
2 for purposes of the time limits in Section C above.

3 (3) An employee who refuses recall to or new State employment hiring
4 within a seventy-five (75) mile radius of the work location from which
5 she/he was laid off.

6 (4) An employee permanently recalled to another job in State
7 government.

8 E. Effect of Recall.

9 An employee temporarily recalled under Article 13, Section 13 shall have
10 such time bridged for purposes of counting the time in accordance with
11 Section C above.

12 F. Effect of Hiring.

13 If an employee has accepted severance payment and is hired in the
14 State Classified Service within two (2) years of acceptance of severance
15 payment, such employee shall repay to the State the full net (gross less
16 employee's FICA and income taxes) amount of the severance payment
17 received. Such repayment shall not be required until after the employee
18 has successfully completed a required probationary period. Once such
19 employee has successfully completed the required probationary period,
20 that employee shall have a one (1) year period to make the repayment to
21 the Unemployment Agency. The details of the method and time
22 schedule for such repayment shall be discussed between the employee
23 and the Unemployment Agency and reduced to writing and signed by the
24 employee and the Appointing Authority or designee. In cases of unusual
25 hardship and by mutual consent the one (1) year period may be
26 extended.

27 G. Payment.

28 An employee who elects in writing to receive severance pay shall receive
29 an explanation of the terms of such severance pay. The employee and
30 Appointing Authority or designee shall utilize a form which explains to
31 such employee all the conditions attendant to acceptance of severance
32 pay.

33 The employee and Appointing Authority or designee shall sign this
34 form and the signatures shall be witnessed. No employee is entitled to
35 receive severance pay until and unless she/he has signed the above
36 mentioned form. The employee shall receive a copy of the signed form.

37 The Employer shall deduct from the amount of any severance
38 payment any amount required to be withheld by reason of law or

1 regulation for payment of taxes to any federal, state, county or municipal
2 government. Eligible employees as indicated in Sections A-F above
3 shall receive severance payment according to the following schedule:

4 (1) Employees who have from one (1) through five (5) years of service:
5 One week's pay for every full completed year of service, years 1-5;

6 (2) Employees who have more than six (6) full years of service: Two
7 week's pay for every full completed year of service, years 6-10;

8 (3) Employees who have more than eleven (11) full years of service:
9 Three week's pay for every full completed year of service from year
10 11 on. For amounts, see attached schedule.

11 Employees who work less than full-time (80 hours per pay period)
12 shall be eligible in accordance with Sections A-F above to receive a
13 proportional severance payment in accordance with the following
14 formula:

15 The Agency shall calculate the average number of hours such
16 employee worked for the calendar year preceding such employee's
17 layoff. This number shall then be used to determine the proportion of
18 such employee's time in relation to full-time employment. This proportion
19 shall then be applied to the above payment schedule for purposes of
20 payment. (See attached example.)

21 However, no employee shall be entitled to receive more than fifty-two
22 (52) weeks of severance pay.

23 H. Effect on Retirement.

24 The acceptance or rejection of severance pay shall have no effect on
25 vested pension rights under the Retirement Act. The parties agree that
26 the severance payment shall not be included in the computation of
27 compensation for the purpose of calculating retirement benefits and will
28 seek and support statutory change if such legislation is necessary to so
29 provide.

30
31 While employees will not be denied severance pay due to retirement
32 eligibility, offsets may be calculated in accordance with the Age
33 Discrimination in Employment Act and the Older Workers Benefit
34 Protection Act.

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SEVERANCE PAY SCHEDULE

(i)	<u>Hours</u>	<u>Years</u>	<u>Week's Pay</u>
	2088 – 4176	1	1
	4177 – 6264	2	2
	6265 – 8352	3	3
	8353 - 10440	4	4
	10441 - 12528	5	5
	12529 - 14616	6	7
	14617 - 16704	7	9
	16705 - 18792	8	11
	18793 - 20880	9	13
	20881 - 22968	10	15
	22969 - 25056	11	18
	25057 - 27144	12	21
	27145 - 29232	13	24
	29233 - 31320	14	27
	31321 - 33408	15	30
	33409 - 35496	16	33
	35497 - 37584	17	36
	37585 - 39672	18	39
	39673 - 41760	19	42
	41761 - 43848	20	45
	43849 - 45936	21	48
	45937 - 48024	22	51
	48025 - 50112	23	52
	50113 - 52200	24	52
	52201 - 54288	25	52
			etc.

EXAMPLE OF SEVERANCE PAY FOR LESS THAN FULL-TIME EMPLOYEE

Average number of hours worked in previous calendar year: 1980

Full-Time employee hours: 2088

Proportion (or percentage): $1980/2088 = 94.8\%$

$.948 \times \$S.P. = \$$ Gross Amount to be paid

S.P. = Severance Payment from schedule

1

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 1/15/02
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 1/8/02
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 1/14/02
Susan O'Doherty Date

2

APPENDIX C-25

LETTER OF UNDERSTANDING

Article 22 - ECONOMICS

The parties have discussed a program of long-term care insurance to be offered to bargaining unit employees, their spouses, parents, and parents-in-law. The following provisions apply to this program:

1. Premiums will be fully paid by employees/enrollees.
2. Current employees are guaranteed to be eligible for coverage if they enroll during the initial enrollment period. New employees are also guaranteed to be eligible if they enroll during the enrollment period that applies to new hires.
3. Employees who elect to enroll outside the enrollment period, as well as all spouses, parents, and parents-in-law, are subject to underwriting (i.e., they will be required to answer certain questions about their medical history to determine their eligibility to enroll).
4. Premiums for active employees will be paid through payroll deduction. Under current IRS tax code provisions, such premiums are to be taken from after-tax income and are not eligible for reimbursement from a medical spending account or other pre-tax reimbursement account.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 1/15/02
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 1/8/02
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 1/14/02
Susan O'Doherty Date

1 APPENDIX C-26

2
3 HUMAN SERVICES SUPPORT UNIT
4 LETTER OF UNDERSTANDING

5
6 Article 22 - ECONOMICS
7

8 Section 2.J - Civil Service Health Risk Appraisal Program
9

10
11 This confirms the Parties' agreement to accept the Department of Civil Service-
12 administered Health Risk Appraisal Program (hereinafter CS-HRA) as satisfying
13 the "Riskmaster" requirements of Item II.H.1. of the 1988-89 Economic
14 Agreement between the parties. While neither party herein asserts a right or
15 obligation to bargain over the identity of a fringe benefit provider, carrier or
16 administrator, this Agreement is based upon the following considerations, and
17 assurances from the Department of Civil Service (as reflected in Mr. William
18 Blackburn's 8/8/88 memo to the Parties):
19

- 20 1. It was and is the intent of the Parties that the "Healthy Together Program"
21 would be applicable to all unit members (not just those already enrolled in
22 the State Health Plan administered for the state by BCBSM). The best
23 judgement of the Department of Civil Service is that such universal
24 application would cause unacceptable delays in implementation due to
25 state bidding and purchasing statutes and regulations.
26
27 2. This agreement does not alter the obligation to furnish Healthy Life and
28 Health Action as referenced in contractual provisions. Such services are
29 being secured through the Department of Civil Service and provided by
30 the Appointing Authorities.
31
32 3. The CS-HRA can and will provide services superior to those available
33 through "Riskmaster". Specifically, current clinical measures of
34 height/weight, blood pressure and cholesterol levels will be collected and
35 recorded for each unit member who elects to participate, either through
36 the services of the Health Screening Unit staff or HMOs, and the data-
37 base created under the CS-HRA will be designed to provide more flexible
38 and informative profiles (including time series) on health status of groups
39 without jeopardizing participant confidentiality assurances.
40
41 4. The CS-HRA program will provide participants with confidentiality. Health
42 Screening Unit staff will furnish participants who desire it a list of qualified
43 providers of health risk reduction programs and services.
44

1 5. The Parties shall each be entitled to name a representative to the Joint
2 Evaluation Committee, and each will be members of an ad hoc evaluation
3 committee to monitor the program's implementation within the unit.
4

5 6. The CS-HRA will be piloted exclusively in the units which are currently
6 contractually entitled to an HRA program, and only after the CS-HRA has
7 been offered to all members of both units, and the experience gained from
8 this pilot has been evaluated, will the results be utilized to implement the
9 CS-HRA program throughout the state service.
10

11 The Parties have not waived their right to require that the state revise or replace
12 the CS-HRA program in the event it is determined, by the Parties' agreement or
13 through the decision of a contractual grievance arbitrator, that the services
14 provided to unit members through the CS-HRA, in their totality, are so deficient
15 as to deny unit members those benefits they could reasonably have expected if
16 "Riskmaster" had been implemented.
17
18
19

20 /s/ Victoria Cook Bumbaugh
21 FOR THE UNION 9/30/88
22 Vicki Cook Bumbaugh, President
23 Local 31-M, SEIU
24
25

/s/ George G. Matish
FOR THE EMPLOYER
George G. Matish, Director
Office of the State Employer
26
27
28

/s/ Susan O'Doherty 9/16/88
Susan O'Doherty

29 NOTE: Since this Letter of Understanding is obsolete, it is reprinted here for
30 background information purposes only.
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1 APPENDIX C-27

2 LETTER OF UNDERSTANDING

3 Article 22 Economics

4 Section 3- The State Health Plan

5
6 The attached rules for network use will be used by the parties in
7 determining in and out-of-network benefits. In addition, the parties agree to set
8 up a joint committee for the purpose of creating any additional guidelines and
9 reviewing implementation. The committee will also be charged with identifying
10 situations in which access to non-participating providers may be necessary and
11 developing procedures to avoid balance billing in these situations.

12 The parties have also discussed the fact that there are some State
13 employees who do not live in Michigan. The following are procedures in place for
14 persons living or traveling outside Michigan:

15 Members who need medical care when away from Michigan can take
16 advantage of the third party administrator's national PPO program. There
17 is a toll-free number for members to call in order to be directed to the
18 nearest PPO provider. The member is not required to pay the physician
19 or hospital at the time of service if he/she presents the PPO identification
20 card to the network provider.

21 If a member is traveling he/she must seek services from a PPO
22 provider. Failure to seek such services from a PPO provider will result in
23 a member being treated as out-of-network unless the member was
24 seeking services as the result of an emergency.

25 If a member resides out of state and seeks non-emergency services
26 from a non-PPO provider, he/she will be treated as out-of-network. If
27 there is not adequate access to a PPO provider, exceptions will be
28 handled on a per case basis.

RULES FOR NETWORK USE

A member is considered to have access to the network based on the type of services required, if there are:

- Primary Care -Two Primary Care Physicians (PCP) within 15 miles;
- Specialty Care -Two Specialty Care Physicians (SCP) within 20 miles; and
- Hospital - One hospital within 25 miles.

The distance between the member and provider is the center-point of one zip code to the center-point of the other.

Member Costs Associated with In-Network or Out-of-Network Use

	In-Network	Out-of-Network
Deductible	\$200/individual \$400/family	\$500/individual \$1,000/family
Co-payments	Office Visits \$10 Services 0% or 10% Emergency 0%	Most services 10% (See 2. below)
Preventive Services	Covered at 100% Limited to \$750 per Calendar year per person. In January 2006, limit increases to \$1,500.	Not covered
Out-of-Pocket Maximum	\$1,000/individual \$2,000/family	\$2,000/individual \$4,000/family

1. If a member has access to the network, the member receives benefits at the in-network level when a network provider is used. The member is responsible for the in-network deductible (if any) and co-payment (if any). If a network provider refers the member to an out-of-network SCP the member continues to pay in-network expenses.

2. If a member has access to the network, the member receives benefits at the out-of-network level when a non-network provider is used. The member is responsible for the out-of-network deductible (if any), and co-payment (if any).

1 • If the non-network provider is a Blues' participating provider, the provider will
2 accept the Blues' payment as payment in full. The member is responsible for
3 the out-of-network deductible and co-payment. The member will not,
4 however, be balance billed.

5
6 • If the non-network provider is not a Blues' participating provider, the provider
7 does not accept Blues' payment as payment in full. The member is
8 responsible for the out-of-network deductible and co-payment. The member
9 may also be balance billed by the provider for all amounts in excess of the
10 Blues' approved payment amount.

11
12 When a member has access to the network and chooses to use an out-of-
13 network provider, amounts paid toward the out-of-network deductible, co-
14 payment or out-of-pocket maximum cannot be used to satisfy the in-network
15 deductible, co-payments or out-of-pocket maximum.

16
17 3. If a member does not have access to the network as provided above, the
18 member will be treated as in-network for all benefits. The member will be
19 responsible for the in-network deductible (if any) and co-payment (if any).

20
21 4. If a member does not have access to the network but then additional
22 providers join the network so that the member would now be considered in-
23 network, the member will be notified and given a reasonable amount of time
24 in which to seek care from an in-network provider. Care received from a
25 non-network provider after that grace period will be considered out-of-
26 network and the out-of-network deductibles, co-payments and out-of-pocket
27 maximums will apply. If a member is undergoing a course of treatment at
28 the time he becomes in-network, the in-network rules will continue for that
29 course of treatment only pursuant to the PPO Standard Transition Policy.
30 Once the course of treatment has been finished, the member must use an in-
31 network provider or be governed by the out-of-network rules.

32
33 If a member is under a course of treatment on January 1, 2003 when the new
34 State Health Plan is implemented, the member will be treated as in-network until
35 the course of treatment is concluded pursuant to the PPO Standard Transition
36 Policy. After that, the level of benefits will be governed by the in/out-of-network
37 rules of the new State Health Plan.

1 APPENDIX C-29
2 SEIU LOCAL 517M
3 HUMAN SERVICES SUPPORT UNIT
4

5 LETTER OF UNDERSTANDING
6 CHIROPRACTIC PILOT
7 Article 22
8
9

10 During the negotiations in 2004, the parties agreed to amend the State Health
11 Plan PPO chiropractic spinal manipulation benefit as provided for in Article 22,
12 Section 4, Paragraph R, on a one (1) year trial basis. After one (1) year of
13 experience at the new benefit level, the Union may elect to continue the benefit
14 at that level or return to the former benefit level of coverage at 90% after meeting
15 the deductible.
16
17

18
19 FOR THE UNION

FOR THE EMPLOYER

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22
23 /s/ Charlotte L. Duncil 11/1/04

24 Charlotte L. Duncil
25 President
26 HSS Division, SEIU Local 517M
27

/s/ Jan F. Miller 11/1/04

Jan F. Miller
Office of the State Employer

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1 APPENDIX C-31

2
3 LETTER OF UNDERSTANDING

4
5 Article 23 - TRAINING

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9 During bargaining in 1992, the parties agreed to adapt or obtain a one-day labor-
10 management training program that will focus on improving the communication
11 between management and union representatives, with the goal of improving
12 labor-management relations. The parties will mutually agree on the development
13 and content of the program. However, in an effort to minimize the costs of such
14 a training program, the parties will seek to adapt currently available program(s)
15 and to utilize the services of instructors/ facilitators who may be available at
16 reduced or no cost.

17
18 The Employer will be responsible for the costs of program adaptation and
19 instructor fees, if any. The Employer will provide lunch for participants on the day
20 of the training and will allow travel time one way for participating Union
21 representatives. The Union will provide travel time one way for participating
22 Union representatives and will cover other travel-related expenses.

FOR THE EMPLOYER

FOR THE UNION

/s/ William C. Whitbeck 11/10/92
William C. Whitbeck Date
Director, Office of the
State Employer

/s/ Victoria L. Cook 11/10/92
Victoria L. Cook Date
President, Local 31-M,
SEIU, AFL-CIO, CLC

/s/ Susan O'Doherty 11/10/92
Susan O'Doherty Date

1 APPENDIX C-32
2 SEIU LOCAL 517M
3 HUMAN SERVICES SUPPORT UNIT
4

5 LETTER OF UNDERSTANDING
6 JOINT SEIU LOCAL 517M/OSE
7 PRESCRIPTION DRUG COMMITTEE
8 Article 22 - ECONOMICS
9

10
11 During the 2004 negotiations, the Office of the State Employer and SEIU Local
12 517M agreed to establish a joint committee for the purpose of reviewing possible
13 incentive plans to promote the use of generic drugs.
14

15 The committee will make its recommendations, if any are formalized, to OSE and
16 the Union no later than September 30, 2005, unless extended by mutual
17 agreement of the parties.
18

19 FOR THE UNION

FOR THE EMPLOYER

20
21
22 /s/ Charlotte L. Duncil 11/1/04

23 Charlotte L. Duncil

24 President

25 HSS Division, SEIU Local 517M
26

/s/ Jan F. Miller 11/1/04

Jan F. Miller

Office of the State Employer

1 APPENDIX D-1

2
3 Article 22, SECTION 11. PERSONAL LEAVE DAY
4

5
6 The following principles apply to the crediting of hours for the Personal Leave
7 Day:
8

- 9 1. Full-time employees on payroll on October 1 get 16 hours regardless of
10 anything else.
- 11 2. Full-time employees not actively at work on October 1 get 16 hours when they
12 return from leave of absence or lost time.
- 13 3. Full-time employees who were laid off on October 1, but subsequently
14 recalled to a full-time position have the personal leave grant pro-rated based
15 on the number of pay periods remaining in that fiscal year.
- 16 4. Less than full-time employees get a proportionate personal leave grant based
17 on the average hours in pay status during the most recent six biweekly work
18 periods to October 1 (including the period which contains October 1 and work
19 periods when not in pay status).
- 20 5. Permanent-intermittent employees who work 80 hours during the pay period
21 which includes October 1 are entitled to 16 hours personal leave.

22

1 APPENDIX D-2

2
3 HOLIDAY PAY FOR PERMANENT-INTERMITTENT EMPLOYEES
4

5
6 Permanent employees working less than full time shall qualify for paid holiday
7 absence as follows:
8

- 9 1. Employees are entitled to a full holiday credit of eight hours if they
10 otherwise have been in full pay status for the pay period in which the
11 holiday falls.
- 12 2. Employees not in full pay status for the pay period in which the holiday
13 falls are entitled to proportionate holiday credit based on the average
14 hours in pay status during the six biweekly work periods (including work
15 periods when not in pay status) preceding the work period in which the
16 holiday occurs.
- 17 a. Permanent employees not in pay status during the biweekly work
18 period when a holiday occurs are entitled to proportionate holiday
19 credit upon return from furlough.
- 20 b. Newly hired employees who have completed less than six biweekly
21 work periods are entitled to proportionate holiday credit based on the
22 average hours in pay status since appointment.
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APPENDIX E

CLASS SERIES

- Blind Placement Worker 8, 9, E10, 11
- Community Placement Assistant 8, 9, E10
- Disability Determination Assistant 8, 9, E10
- Employment Service Analyst Departmental Trainee 9/Employment Service Analyst 9, 10, P11, 12*
- Employment Service Interviewer 9, E10, 11
- Home Aide 6, 7, E8
- Interpreter Deaf 6, 7, E8, 9
- Liability Examiner 8, 9, E10
- Migrant Services Worker 8, 9, E10
- Unemployment Insurance Examiner 8, 9, E10, 11
- Unemployment Insurance Analyst Departmental Trainee 9/Unemployment Insurance Analyst 9, 10, P11, 12*

*Non-supervisory positions only

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APPENDIX F

PRE-AUTHORIZED CLASSES

Community Placement Assistant 8, 9, E10
Employment Service Analyst Departmental Trainee 9/Employment Service
Analyst 9, 10, P11
Employment Service Interviewer 9, E10
Home Aide 6, 7, E8
Interpreter Deaf 6, 7, E8
Migrant Services Worker 8, 9, E10
Unemployment Insurance Examiner 8, 9, E10
Unemployment Insurance Analyst Departmental Trainee 9/Unemployment
Insurance Analyst 9, 10, P11

APPENDIX G

BENCHMARK CONVERSION

<u>Old Class(es)</u>	<u>New Class(es)</u>
Blind Placement Worker 07	Blind Placement Aide III
Blind Placement Worker 09	Blind Placement Aide IVB
Claims Worker 07 - Short Term	Unemployment Claims Worker IV - Short Term
Civil Rights Aide 06	Rights Technician III
Civil Rights Aide 07	Rights Technician IVB
Crippled Children Rep. 08	Handicapper Children Rep. IVB
Deaf Services Aide 05	Interpreter, Deaf IIIB
Disability Technician 07	Vocational Rehab. Aide IVB
Eligibility Examiner 06	Medical Benefits Clerk III**
Employer Liability Examiner 09	Liability Examiner VB
Employment Serv. Interviewer 07	Employment Serv. Interviewer III
Employment Serv. Exec. 08	Employment Serv. Interviewer V
Employment Serv. Exec. 09	Employment Serv. Interviewer V
Employment Serv. Exec. 11*, 12*	Liability Examiner VI*
Homemaker 03	Home Aide I
Homemaker 05	Home Aide IIIB
Indian Affairs Rep. 07	College Trainee IV**
Indian Affairs Rep. 09	Ethnic Affairs Rep. V = Abolished 5/30/82
Indian Affairs Rep. 10	Ethnic Affairs Rep. VI = Abolished 5/30/82
Migrant Services Aide 03	Migrant Services Aide IIIB
Migrant Serv. Elig. Examiner 06	Migrant Serv. Worker II
Migrant Services Worker 07	Migrant Services Worker III
Patient Home Visitor 06	Community Placement Aide II
Patient Home Visitor 07	Community Placement Aide IVB
Spanish Speaking Affairs Rep. 07	College Trainee IV**
Spanish Speaking Affairs Rep. 09	Ethnic Affairs Rep. V = Abolished 5/30/82
Spanish Speaking Affairs Rep 10	Ethnic Affairs Rep. VI = Abolished 5/30/82
Unemployment Claims Examiner 07	Unemployment Claims Examiner III
Unemployment Claims Examiner 08	Unemployment Claims Examiner IVB*
Unemployment Claims Examiner 09	Unemployment Claims Examiner V or VI**

Unemployment Claims Examiner
10*

Unemployment Claims Executive
07, 08

Unemployment Claims Executive
10*

Unemployment Claims Executive
11*

Unemployment Claims Executive
12*

Unemployment Claims Worker 05

Unemployment Claims Worker 06

Veterans Employment Rep. 09

Vocational Rehab. Aid 05

Vocational Rehab. Asst. 06

Vocational Rehab. Asst. 07

Unemployment Claims Examiner
V/VI**

Unemployment Claims Supervisor
VI**

Departmental Analyst VI**

Department Analyst VII**

Unemployment Claims Worker II

Unemployment Claims Worker
IIIB*

Employment Serv. Interviewer V

Vocational Rehab. Aide II

Vocational Rehab. Aide III

Vocational Rehab. Aide IVB

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2 *Non-supervisory only

3

4 **This class/position is/are not in the Human Services Support bargaining unit.

5

6 Since these classes have been abolished, this appendix is published in this
7 contract for informational purposes only.

APPENDIX H

LAYOFF UNITS

Layoff Units for all HUMAN SERVICES SUPPORT BARGAINING UNIT members shall be:

1. The work location.
2. The county.
3. Statewide.

1
2 APPENDIX I
3

4 HUMAN SERVICES SUPPORT BUMPING POOL PROCEDURES
5
6

- 7 1. The Employer identifies the number of surplus "S" positions by class/level
8 and by work location who shall be designated as surplus employees to bump
9 or be laid off and places the surplus employees in seniority order. If the
10 Employer intends to lay off out of line seniority pursuant to Article 13, Section
11 3.B(1), the employee(s) who occupies the certified position(s) identified by
12 the Employer shall not be identified as surplus nor shall she/he be placed in
13 seniority order.
14
- 15 2. A. Identify the number of least senior positions in the Layoff Unit, which do
16 not have a selective or departmental certification, equal to the number of
17 surplus positions.
18
- 19 B. Identify the number of least senior selectively certified positions and/or
20 departmentally certified positions equal to the number of surplus
21 employees eligible to bump into the selectively or departmentally
22 certified positions. In the event a surplus employee(s) meets the
23 eligibility criteria for more than one certification category, the position(s)
24 identified for inclusion in the bumping pool will be the position(s)
25 occupied by the least senior employee(s) eligible to be bumped by the
26 surplus employee(s).
27
- 28 C. The employees identified in A, plus the employees identified in B, shall
29 be placed in seniority order and shall be considered the bumping pool,
30 "A".
31
- 32 3. Identify the most senior surplus employee and review his/her predesignated
33 Work Location Preference Form.
34
- 35 4. Identify what the most senior employee has designated as the preferred work
36 locations in priority order.
37
- 38 5. In accordance with the provisions of Article 13, the Employer will bump the
39 most senior "S" employee to the first designated preferred position in the
40 Pool if there is a less senior employee occupying a position in a class/level
41 that the surplus employee is eligible to bump. If no available work location
42 with a less senior employee in the Bumping Pool is selected, the most senior
43 "S" employee is laid off.
44

- 1 6. Identify the next most senior "S" employee and repeat Steps 3, 4, and 5 until
2 all "S" employees outside the Bumping Pool have been allowed to exercise
3 their bumping preference in seniority order.
4
- 5 7. If one or more employees in the Bumping Pool have not been surplussed or
6 bumped, the Employer will then identify and place in seniority order employ-
7 ees in the Pool who have been surplussed or bumped. The Employer shall
8 then repeat Steps 4 and 5 until all of the more senior affected employees
9 have been given an opportunity to bump into an available less senior Pool
10 position.
11
- 12 8. An employee eligible for certified positions retains the right to bump into
13 certified positions based on his/her eligibility criteria, seniority, and bumping
14 preferences, and into non-certified positions based on his/her seniority and
15 bumping preferences.
16

APPENDIX J

Article 22 - STATE HEALTH PLAN - PPO BENEFIT CHART

	State Health Plan (PPO)	
	In-Network	Out-of-Network

PREVENTIVE SERVICES - Limited to \$750 per calendar year per person (In Jan. 2006, limit increases to \$1,500)

Health Maintenance Exam - includes chest X-ray, EKG and select lab procedures	Covered-100%, one per calendar year	Not covered
Annual Gynecological Exam	Covered-100%, one per calendar year	Not covered
Pap Smear Screening-laboratory services only	Covered-100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered-100% -6 visits per year through age 1 -2 visits per year, age 2 through 3 -1 visit per year, age 4 through 15	Not covered
Immunizations (no age limit). Annual flu shot; Hepatitis C screening covered for those at risk	Covered 100%	Not covered
Fecal Occult Blood Screening	Covered-100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered 100%	Not covered
Prostate Specific Antigen (PSA) Screening	Covered-100%, one per calendar year	Not covered

PREVENTIVE SERVICES NOT SUBJECT TO MAXIMUM LIMIT

Mammography Screening for standard film. covers digital up to standard film rate	Covered 100%	Covered-90% after deductible
	One per calendar year, no age restrictions	
Colonoscopy Exam (Effective Jan. 1, 2006)	Covered 100%	Covered-90% after deductible
	Beginning at age 50; One every 10 years.	
Childhood Immunizations (effective Jan. 1, 2006)	Covered 100% for children through age 16	Covered-90% after deductible

Physician Office Services

Office Visits	Covered - \$10 copay	Covered - 90% after deductible, must be medically necessary
Outpatient and Home Visits	Covered - 100% after deductible	Covered - 90% after deductible, must be medically necessary
Office Consultations	Covered - \$10 copay	Covered - 90% after deductible, must be medically necessary

Emergency Medical Care

Hospital Emergency Room-approved diagnosis, prudent person rule	Covered 100% for emergency medical illness or accidental injury	Covered 100% for emergency medical illness or accidental injury
Ambulance Services - medically necessary for illness and injury	Covered 100% after deductible	Covered 100% after deductible

Diagnostic Services

Laboratory and Pathology Tests	Covered – 100% after deductible	Covered - 90% after deductible
Diagnostic Tests and X-rays	Covered – 100% after deductible	Covered - 90% after deductible
Radiation Therapy	Covered – 100% after deductible	Covered - 90% after deductible

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes care provided by a Certified Nurse Midwife	
Delivery and Nursery Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes delivery provided by a Certified Nurse Midwife	

Hospital Care

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies, and Blood Storage	Covered – 100% after deductible Unlimited Days	Covered – 90% after deductible Unlimited Days
Inpatient Consultations	Covered – 100% after deductible	Covered – 90% after deductible
Chemotherapy	Covered – 100% after deductible	Covered – 90% after deductible

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100% after in network deductible	Covered – 100% after in network deductible
	730 days per confinement	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to the lifetime dollar max. which is adjusted annually by the state	
Home Health Care	Covered – 100% after deductible	Covered – 100% after deductible
	Unlimited visits	

Surgical Services

Surgery - includes related surgical services	Covered – 100% after deductible	Covered – 90% after deductible
Voluntary Sterilization	Covered – 100% after deductible	Covered – 90% after deductible

Human Organ Transplants

Specified Organ Transplants - in designated facilities only - when coordinated through the TPA	Covered – 100% after deductible	Covered – in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow – when coordinated through the TPA - specific criteria applies	Covered – 100% after deductible	Covered – 90% after deductible
Kidney, Cornea and Skin	Covered – 100% after deductible	Covered – 90% after deductible

Mental Health Care and Substance Abuse - Covered under non-BCBSM contract

Inpatient Mental Health	100% to 365 days per year. Partial Day Hospitalization at 2:1 ratio	50%, to 365 days per year
Outpatient Mental Health Care	90% of network rates	50% of network rates
Inpatient Alcohol & Chemical Abuse Care	100% of two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 100%	50% of two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 50%
Outpatient Alcohol & Chemical Abuse	90% of network rates; Limit \$3,500/year chemical dependency only	50% of network rates Limit \$3,500/year chemical dependency only

1

Other Services

Allergy Testing and Therapy	Covered – 100% after deductible	Covered – 90% after deductible
Rabies treatment after initial emergency room treatment	Covered – 100% after deductible	Covered – 90% after deductible
Chiropractic Spinal Manipulation	Covered – \$10 COPAY Up to 24 visits per calendar year	Covered – 90% after deductible
Outpatient Physical, Speech and Occupational Therapy		
- Facility and Clinic	Covered – 100% after deductible	Covered – 100% after deductible
- Physician's Office - excludes speech and occupational therapy	Covered – 100% after deductible	Covered – 90% after deductible
	Up to a combined maximum of 60 visits per calendar year Effective Jan. 1, 2006 the maximum will be 90 visits per calendar year	
Durable Medical Equipment	Covered 100%	Covered 80% of approved charges

Other Services

Prosthetic and Orthotic Appliances	Covered 100%	Covered 80% of approved charges
Private Duty Nursing	Covered – 90% after deductible	Covered – 90% after deductible
Prescription Drugs	Covered under non-BCBSM contract	Covered under non-BCBSM contract
Hearing Care Program	\$10 office visits; more frequent than 36 months if standards met.	
Acupuncture Therapy Benefit – Under the supervision of a MD/DO	Covered – 90% after deductible (up to 20 visits annually)	Covered – 90% after deductible (up to 20 visits annually)
Weight Loss Benefit	Upon meeting conditions, eligible for a lifetime maximum reimbursement of \$300 for non-medical, weight reduction.	
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth.)	

Deductible, Copays and Dollar Maximums

Deductible	\$200 per member; \$400 per family	\$500 per member; \$1,000 per family
Copays		
- Fixed Dollar Copays - Do not apply toward deductible	\$10 for office visits/consultations, chiropractic	
- Percent Copays - MH/SA copays do not apply toward deductible - Services without a network are covered at the in-network level	10% for MH/SA outpatient, and private duty nursing	10% for most services; MH/SA at 50%
Annual Dollar Maximums		
- Fixed Dollar Copays - Do not apply toward out-of-pocket maximum	N/A	None
- Percent Copays - MH/SA and private duty nursing copays do not apply toward out-of-pocket maximum	\$1,000 per member; \$2,000 per family	\$2,000 per member; \$4,000 per family
Dollar Maximums	\$5 million lifetime per member for all covered services and as noted above for individual services	

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1 APPENDIX K

2
3 LETTER OF AGREEMENT
4 IN SUPPORT OF NATIONAL HEALTH CARE REFORM
5 September 1991
6

7 The Union and the Employer recognize that our nation's health care system has
8 reached a state of crisis. Skyrocketing health care costs threaten the living
9 standards of workers and the financial stability of state and local governments.
10 Spending for publicly provided health care insurance, both for civil servants and
11 the poor who rely on government for health care coverage, is the fastest growing
12 component of state and local government budgets. The cost of providing health
13 care insurance is rising as rapidly for the public sector as it is in the private
14 sector.

15
16 In the past, the Union and the Employer have agreed to mutual efforts to control
17 health care costs through various cost-containment initiatives. While the parties
18 are committed to continuing these efforts, they now recognize that the problem
19 cannot be solved through collective bargaining alone. Health care costs cannot
20 be adequately controlled on a plan-by-plan, employer-by-employer, or even
21 totally on a state-by-state basis. Rather, a new national framework for the health
22 care system that works in true partnership with the states is required to solve the
23 three related problems of cost, quality and access.

24
25 The parties agree to work jointly to achieve a national consensus for health care
26 reform. National health care reforms should recognize the best of state
27 initiatives, including statewide health care reforms that improve access, maximize
28 delivery of cost-effective preventive care and that establish medical care
29 payment programs designed to reduce overall medical costs. The parties recog-
30 nize that cooperation between labor and management will increase their
31 effectiveness in achieving changes in state and federal policy that both support.

32
33 At the national level, the parties agree to meet with Congress to begin work on
34 approaches to achieve national health care reform that recognize the partnership
35 role of states.

36
37 At the state level, the parties agree to the formation of a Joint Committee on
38 Health Care Reform whose efforts will be guided by the following principles:

- 39
40 1. The interconnected problems of cost, quality, and access require
41 comprehensive solutions involving states, the federal government and the
42 private sector.
- 43 2. Immediate action to achieve a national consensus on comprehensive
44 solutions is required, even though it may entail both short and long-term
45 initiatives.
- 46

- 1 3. Assuring all citizens access to affordable health care must have the highest
2 priority. The financing of care should be shared fairly among all participants
3 in the health care system. Health care financing must have a positive impact
4 on international competition, preclude cost shifting among payers and assure
5 basic care to individuals who do not have the ability to pay.
6
- 7 4. A comprehensive solution will require leadership from all levels of
8 government and the private sector to establish a national framework for
9 health care reform which will contain costs, assure quality, and extend
10 access to affordable care for all citizens. The practice of shifting financial
11 responsibility for health care costs from the federal government to states and
12 localities must end, and a stable financing base must be assured.
13
- 14 5. Cost containment strategies at the state level must work together with
15 national reforms. State level cost containment strategies may include all-
16 payer reimbursement systems, global budgeting of capital, an expanded role
17 for community-based care that emphasizes preventive health care, electronic
18 billing systems, purchasing consortia for small businesses to reduce
19 administrative costs and tort liability reform, including national practice
20 standards and protocols.
21
- 22 6. The federal government must recognize the critical role of states and
23 localities as administrators and innovators. The federal government can
24 assist states in their efforts to test various reform alternatives and the parties
25 agree to study such alternatives including reducing paperwork burdens,
26 simplifying waiver procedures for Medicaid, utilizing all-payer reimbursement
27 systems and the utilization of cost-effective managed care.
28
- 29 7. Reform should build upon the strengths of the American economic system
30 including plurality (e.g., the choice of competing delivery systems),
31 competition, technical innovations, and a federal/state partnership.

/s/ Victoria Cook Bumbaugh
For the Union

/s/ William C. Whitbeck
For the Employer

APPENDIX L

LETTER OF UNDERSTANDING

1. During the collective bargaining negotiations between the State of Michigan and the SEIU Coalition (Local 31-M, Michigan Corrections Organization, and Michigan Professional Employees Society) during 1992, the parties agreed to fund across the board pay increases in Fiscal Years 1993-94, 1994-95 and 1995-96 from implementing cost containment measures in the State's group insurance plans.
2. In the past the parties have agreed to mutual efforts to control health care costs through various cost-containment measures through the establishment of a Joint Committee on Health Care Reform.
3. The parties desire to draw on the expertise developed through their participation on that Committee in developing various cost containment measures to retard the rate of increase in the cost of the State's group insurance plans.
4. Therefore, the undersigned parties agree to establish subcommittees of the existing Joint Committee on Health Care Reform with labor and management members, assisted by staff of the Employee Benefits Division, Department of Civil Service. These subcommittees shall explore managed care, preferred provider systems, structural changes in the group insurance plans, and related matters as mutually agreed by the parties for the purpose of implementing cost containment measures in the State Health Plan and other group insurance plans on a timetable to be determined by the parties.

<u>/s/Victoria L. Cook</u>	<u>11-16-92</u>	<u>/s/William C. Whitbeck</u>	<u>11-16-92</u>
Local 31-M	Date	Employer	Date

Michigan Corrections Date
Organization

Michigan Professional Date
Employees Society

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APPENDIX M
LETTER OF UNDERSTANDING
SEIU COALITION
IMPLEMENTATION OF PREFERRED PROVIDER ORGANIZATION
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

The parties have previously entered into collective bargaining agreements which provide that, working through subcommittees, the parties will explore managed care, preferred provider systems, structural changes in group insurance plans and related matters as mutually agreed by the parties, for the purpose of implementing cost containment measures in the State Health Plan and other group insurance plans on a timetable to be determined by the parties. These Agreements were approved by the Civil Service Commission on January 26, 1993.

The parties have now met in subcommittees on numerous occasions, at which they were assisted by the staff of the Department of Civil Service Employee Benefits Division. Pursuant to those subcommittee discussions, the parties now agree that, effective with the first full pay period in July 1993 (or as soon thereafter as administratively feasible), covered benefits in the area of mental health/substance abuse services will be “carved out” of the State Health Plan and provided to bargaining unit employees through a Preferred Provider Organization (PPO). The parties expect that the state would realize substantial and significant cost savings in the area of mental health/substance abuse services while increasing the accessibility and quality of such benefits by providing services not currently available under the State Health Plan. Among the additional services are:

- A 24-hour/day, 7-day/week “800” toll-free telephone staffed by mental health care professionals to provide immediate referral and assistance to enrolled employees and their dependents;
- A “managed care” plan providing ongoing evaluation and management of cases by professionals familiar with the most appropriate treatment settings;
- Monitoring of provider effectiveness in the various treatment plans;
- Direct interface with the Department of Civil Service Employee Services Program to provide for a coordinated continuum of care; and
- Elimination of the \$50/\$100 annual deductible for outpatient services provided within the network.

The parties acknowledge that one of the principal underlying concepts of a PPO managed health care system is that enrolled employees and their covered dependents are expected to use a network of providers who have agreements

1 with the PPO administrator ("the Administrator") and, if services are obtained
2 from non-network providers, financial sanctions will be imposed. While the final
3 authority over such issues as scope of coverage, benefit design, and the relative
4 responsibilities of the PPO and the patient for payment of charges is contained in
5 the Request for Proposal and selected Vendor's Response to Proposal, in
6 general:

- 7 • Covered inpatient services provided by a network provider will be paid
8 directly to the provider at 100% of approved charges; there will be no annual
9 deductible.
- 10 • Covered outpatient services provided by a network provider will be paid
11 directly to the provider at 90% of approved charges, with a 10% co-payment
12 of the approved charge on the part of the patient; there will be no annual
13 deductible.
- 14 • Except during the transition period (including any extension period)
15 described below, covered inpatient and outpatient services provided by a
16 non-network provider will be paid by the patient who, after meeting an annual
17 deductible of \$50/person and \$100/family, will be reimbursed by the Admin-
18 istrator for the lesser of 50% of the billed charges, or 50% of the allowable
19 charges authorized by the PPO Administrator.
- 20 • The annual \$3500 maximum benefit for outpatient services is maintained.

21 Participating providers of covered mental health/substance abuse services
22 will be selected, maintained and removed by the Administrator in accordance
23 with standards of professional qualifications and practice established by the
24 Administrator. Employees will be encouraged to provide the Administrator with
25 the name and business address of any provider(s) from whom the employee or a
26 covered dependent has received covered services so that the Administrator may
27 contact him/her and, if s/he meets the Administrator's standards of professional
28 qualification and practice and agrees to accept the PPO Administrator's
29 treatment protocols, solicit his/her participation as an in-network provider.

30 1. Transition Period. Employees/covered dependents who are receiving
31 inpatient mental health/substance abuse services at the time the PPO is
32 implemented will not become covered by the PPO program (but will remain in
33 their current State Health Plan coverage) until being discharged from the
34 inpatient facility. Employees/covered dependents who are receiving mental
35 health/ substance abuse outpatient services from a non-network provider at the
36 time the PPO is implemented will be afforded a 90-day transition period during
37 which they may continue and complete the treatment plan with the non-network
38 provider. Billed charges for covered services received from the non-network
39 provider during this transition period will be paid in accordance with reimburse-
40 ment procedures of the State Health Plan in effect prior to the implementation of
41 the PPO, unless the provider becomes a participating provider under the net-
42 work. If, at the end of the 90-day transition period, the patient has not been

1 authorized an "extension period" by the Administrator (as described below), and
2 the patient continues or renews receiving services from a non-network provider,
3 the non-network provider's charges for covered services will be reimbursed by
4 the Administrator at the rate of 50% of the billed charges, but not to exceed an
5 amount equal to 50% of the allowable charges authorized by the PPO
6 Administrator.

7 2. Extension Period. The parties acknowledge that in some cases, due to
8 the nature of the patient's condition and/or treatment plan, a 90-day period for
9 patients to make a transition from a non-network provider to a network provider
10 may not be sufficient to permit the quality of services to be maintained. The
11 Administrator will maintain and communicate to enrolled employees a procedure
12 by which a patient may request a professional opinion from a network provider
13 designated by the PPO Administrator on the question of whether (from a clinical
14 standpoint) authorized treatment with the current non-network provider should be
15 extended beyond the initial transition period. If the Administrator grants an
16 extension period, the patient may continue receiving covered services for a
17 period of time until the need for treatment, based on the second opinion, ends or
18 90 days following the expiration of the transition period, whichever comes first.
19 During this extension period the non-network provider's charges for covered
20 services will be paid in accordance with the procedures of the State Health Plan
21 in effect prior to the implementation of the PPO.

22 3. Geographic Accessibility. The parties recognize that there may be areas
23 within the state where the closest network provider is not located within a reason-
24 able distance from the patient's residence, and there is no expectation that one
25 will be locating within a closer distance within the period during which covered
26 services are authorized. If there is no network provider within a reasonable dis-
27 tance (as determined by the Director of the Department of Civil Service Employ-
28 ee Benefits Division) from the patient's home address, the Administrator will
29 authorize payment for covered services which are provided by a non-network
30 provider as currently provided under the State Health Plan in effect prior to the
31 implementation of the PPO.

32 4. Conflicts of Interest. There may be circumstances in which a network
33 provider is also a state employee, or is providing contractual services to a state
34 agency, at a worksite where bargaining unit employees are employed. The
35 parties recognize that employees expect and require as much privacy as
36 possible in their relationship with their treatment provider; requiring an employee
37 to choose between using the services of a network provider with whom the
38 employee works, versus assuming responsibility for a larger share of the billed
39 charges because a non-network provider has been selected for covered serv-
40 ices, could cause this privacy interest to be compromised. The parties therefore
41 agree that the Administrator will maintain a system of alternative provider
42 referrals and equivalent covered expense reimbursement which assures that, at
43 the patient's option, network providers for state employees and their dependents
44 are neither state employees, nor providing contractual services to a state agency,
45 at a worksite where the state employee is employed.

1 5. Selection of Administrator. The parties recognize that the public policy of
2 the State of Michigan is to obtain services paid for out of public funds through an
3 open competitive process, and that the selection of a Mental Health and Sub-
4 stance Abuse Services PPO Administrator is subject to this policy. The parties
5 also recognize that their success in implementing a Mental Health and Sub-
6 stance Abuse Services PPO can be influenced to a considerable extent by the
7 acceptability of the PPO Administrator to the enrolled employees and their
8 bargaining representatives. The parties therefore agree that the SEIU Coalition
9 will be afforded the opportunity to designate one official representative of the
10 Coalition and up to two additional observers to the Joint Evaluation Committee
11 that is appointed by the Department of Management & Budget Purchasing
12 Division to review bid specifications, evaluate qualified bids, and select one or
13 more Mental Health and Substance Abuse Services PPO Administrators for
14 FY93-94, and a single PPO administrator during FY94-95. The parties under-
15 stand that it is the intent to select not more than three Mental Health and Sub-
16 stance Abuse Services PPO Administrators to implement such plans during
17 FY93-94, and that the process of assigning a particular Mental Health and
18 Substance Abuse Services PPO Administrator to the respective bargaining units
19 will be consultative to the maximum extent feasible. The parties also understand
20 that the JEC will evaluate the relative performance of all the Mental Health and
21 Substance Abuse Services PPO Administrators that are initially selected to
22 provide services to groups of state classified employees during FY93-94, and
23 that the JEC will be used to select a single vendor of such mental
24 health/substance abuse PPO services for all applicable groups of classified
25 employees during the first quarter of FY94-95. In the event that the vendor
26 providing services to the SEIU Coalition is not the one selected to be the state's
27 single vendor, the provisions of Section 1, Transition Period, and Section 2,
28 Extension Period, above shall apply.

29 1. Termination of Participation. The parties understand that the agreement with
30 the vendor(s) will contain a thirty-day cancellation clause under which the
31 Department of Civil Service may terminate the agreement for cause. The
32 parties recognize that the SEIU Coalition (and/or the Employer) may not be
33 completely satisfied with the experience under the mental health/substance
34 abuse PPO. The parties therefore agree that they will meet on a regular
35 quarterly basis throughout FY93-94 and FY94-95, and during the month of
36 March 1995 to review any substantive problems encountered by unit
37 members and/or the state under the PPO; determine whether such problems
38 can be corrected during the balance of FY93-94, FY94-95 and FY95-96; and,
39 if so, determine what course of action will best achieve these corrections
40 without changes in the agreed-upon benefit design and coverages. The
41 views of the Department of Civil Service Employee Benefits Division on these
42 issues will be solicited and given maximum consideration by all of the parties,
43 but will not be controlling upon any of the parties. If, as a result of this review
44 and the parties' good faith attempts to resolve the problems identified, either
45 of the parties wishes to propose that participation in the PPO be terminated at
46 the end of FY94-95, such proposal shall be made to the other party not later

1 than Friday, April 7, 1995. If such proposal to terminate participation is not
2 accepted by the other party by Friday, April 21, 1995, the party making the
3 proposal shall submit the question to the State Personnel Director for
4 resolution in accordance with §6-13.1 of the Civil Service Commission's
5 Employee Relations Policy Rule. If the proposal to terminate participation in
6 the PPO at the end of FY94-95 is supported by the Civil Service Commission,
7 the benefits and coverages in effect during FY95-96 shall be as provided by
8 the Civil Service Commission.

9

10

/s/ Phillip L. Thompson 6/7/93
Michigan Professional Date
Employees Society, SEIU

/s/ Victoria L. Cook 6/7/93
Local 31-M, SEIU Date

/s/ Fred R. Parks 6/7/93
Michigan Corrections Date
Organization, SEIU

/s/ James B. Spellicy 6/7/93
Office of the State Employer Date

11

APPENDIX N

LONGEVITY SCHEDULE OF PAYMENTS

<u>Equivalent Hours of Service Prior to Oct. 1</u>	<u>Payments</u>
10,400 – 18,719	\$ 260
18,720 – 27,039	\$ 300
27,040 – 35,359	\$ 370
35,360 – 43,679	\$ 480
43,680 – 51,999	\$ 610
52,000 – 60,319	\$ 790
60,320 and over	\$1,040

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APPENDIX O
LETTERS OF INTENT

The following Letters of Intent are printed for information purposes. They do not change any provisions of the agreement, but clarify or interpret certain provisions.

1 APPENDIX O-3

2 LETTER OF INTENT

3 Article 11, HEALTH AND SAFETY

4
5 Section 11 - Confidentiality of Medical Records

6
7
8
9
10
11 During Bargaining in 1991, the parties discussed the confidentiality of medical
12 information. In response to concerns expressed by the Union, the Employer
13 recognizes that the "Employee Time and Attendance Report" - DMB Form A-
14 424, asks that the employee specify only the "reason" for the employee's sick
15 leave usage. The parties agree that detailed information pertaining to the reason
16 for sick leave usage is subject to Article 11, Section 11 and need not be specified
17 on DMB Form A-424. For example, it is sufficient to record "illness" but not the
18 specific nature of the illness, or to record "attending a funeral" but not the name
19 of the deceased, when completing the DMB Form A-424. However, the
20 Employer has the right to require additional evidence to verify the reason
21 indicated for the use of sick leave in accordance with Article 16, Section 3.

22
23 In the MESC, completion of sick leave affidavits is not currently required.

FOR THE EMPLOYER

FOR THE UNION

/s/William C. Whitbeck 8/26/91
William C. Whitbeck Date
Director, Office of the
State Employer

/s/ Victoria Cook Bumbaugh 8/25/91
Victoria Cook Bumbaugh Date
President, Local 31-M, SEIU
AFL-CIO, CLC

/s/ Susan O'Doherty 8/25/91
Susan O'Doherty, OSE Date

1 APPENDIX O-4

2
3 LETTER OF INTENT

4
5
6 Article 11 - HEALTH AND SAFETY

7 Article 17 - PERSONNEL FILES

8 Article 18 - COUNSELING AND DISCIPLINE

9
10 APPENDIX R-5 LOI

11
12
13 During bargaining of 1998, the parties discussed the Union's concern related to
14 development, implementation and usage of electronic files/records. The parties
15 agreed that the same standards contained in the Collective Bargaining
16 Agreement regarding confidentiality, security, access, maintenance and file
17 retention shall apply to all articles and sections of the Collective Bargaining
18 Agreement which reference official personnel files, personnel files, medical
19 files/records, counseling memoranda or the employee's official record.
20

21
22 FOR THE EMPLOYER:

FOR THE UNION:

23
24
25
26 /s/ Janine M. Winters 2/8/99
27 Janine M. Winters Date:
28 Director, Office of the State
29 Employer

/s/ Victoria L. Cook 2/2/99
Victoria L. Cook Date:
President, SEIU Local 31-M
AFL-CIO, CLC

30
31
32 /s/ Susan O'Doherty 2/2/99
33 Susan O'Doherty Date:
34 Office of the State Employer
35

1 APPENDIX O-5

2 LETTER OF INTENT

3 Article 13 - LAYOFF AND RECALL

4
5 Section 9. - Temporary Layoffs - Employer Option

6
7
8
9
10
11
12 During Bargaining in 1991, the parties discussed the return to work procedure to
13 be implemented when employees are laid off under the provisions of Article 13,
14 Section 9. The parties agree that those employees who are temporarily laid off
15 under the provisions of Article 13, Section 9. shall be returned to work in seniority
16 order.

FOR THE EMPLOYER

FOR THE UNION

/s/William C. Whitbeck 8/26/91
William C. Whitbeck Date
Director, Office of the
State Employer

/s/ Victoria Cook Bumbaugh 8/25/91
Victoria Cook Bumbaugh Date
President, Local 31-M, SEIU
AFL-CIO, CLC

/s/ Susan O'Doherty 8/25/91
Susan O'Doherty, OSE Date

17

1 APPENDIX O-7

2 LETTER OF INTENT

3 Article 14 - ASSIGNMENT AND TRANSFER

4 Section 3 - Transfer

5 The undersigned parties agree:

- 6
- 7 1. Transfer requests under Article 14, Section 3, of the Human Services
- 8 Support Unit Agreement received during the window periods of March, June,
- 9 September, and December will have an effective date of the first calendar
- 10 day of the month after the window period.
- 11
- 12 2. If an employee who currently has a transfer request on file submits another
- 13 request during a window period, the previous transfer request will remain in
- 14 effect until the end of the window period. The new request will take effect the
- 15 first calendar day of the month after the window period.
- 16
- 17 3. If an employee accepts a transfer, she/he may submit another transfer
- 18 request during the window period after twelve months have elapsed from the
- 19 effective date of the transfer. If the twelve months would elapse during a
- 20 window period, a transfer request may be submitted during said window
- 21 period. For example, if an employee transfers with an effective date from
- 22 July 1 through September 30, 1993, she/he may submit a new transfer
- 23 request in September 1994, which will become effective October 1, 1994.
- 24
- 25 4. Employees retain their rights for transfer in accordance with Article 14,
- 26 Section 3.

FOR THE EMPLOYER

FOR THE UNION

/s/ Sharon J. Rothwell .

Sharon J. Rothwell
Director, Office of the State
Employer

12/3/93

Date

/s/ Victoria L. Cook .

Victoria L. Cook
President, Local 31-M, SEIU
AFL-CIO, CLC

12/1/93

Date

/s/ Susan O'Doherty .

Susan O'Doherty

12/1/93

Date

APPENDIX O-9

LETTER OF INTENT

Article 16 - LEAVES

The current Employment Service Agency work rule regarding calling in states that the employee is required to report unplanned absence or a delay in arriving at work to his/her supervisor or designee within fifteen (15) minutes after the scheduled starting time or, when possible, before the scheduled starting time. If the unplanned absence extends beyond one day, employees must contact their supervisor each day to notify her/him of the continuing absence and the expected length.

/s/ Janine M. Winters 10/19/98
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 10/16/98
Victoria L. Cook, President Date
SEIU Local 31-M, AFL-CIO

/s/ Susan O'Doherty 10/16/98
Susan O'Doherty Date

1 APPENDIX O-10

2
3 LETTER OF INTENT

4
5 Article 16 - LEAVES

6
7 Section 1 - Annual Leave Application

8 Section 2 - Vacation Application and Scheduling

9 Section 3 - Sick Leave Application

10
11 During bargaining in 1998, the parties discussed the subject of current
12 practices as they relate to the above mentioned Sections. Consistent with
13 Collective Bargaining Agreement, current practices in the Employment Service
14 Agency are as follows:

15
16 Employees requesting three (3) days or less of annual leave make the
17 request and receive approval verbally. The approved leave is noted on the
18 designated time report.

19
20 Employees requesting more than three (3) days of annual leave must
21 submit their request in writing and receive written approval from their supervisor
22 or designee.

23
24 A vacation must be requested in writing and approved in writing.

25
26 Annual leave may be substituted for approved sick leave, by the employee
27 indicating on the designated time report that she/he wishes to use annual leave
28 in lieu of sick leave.

29
30 These practices are subject to change consistent with the Collective
31 Bargaining Agreement.

32
33
34 /s/ Janine M. Winters 10/19/98
35 Janine M. Winters, Director Date
36 Office of the State Employer

/s/ Victoria L. Cook 10/16/98
Victoria L. Cook, President Date
SEIU Local 31-M, AFL-CIO

37
38 /s/ Susan O'Doherty 10/16/98
39 Susan O'Doherty Date
40

APPENDIX O-11

LETTER OF INTENT

Article 16 - LEAVES

Section 4.D - Types of Leaves of Absence

Subsection (2) - Medical

During bargaining in 1995, the parties discussed the concerns expressed by the Union regarding the need for appropriate review in evaluating employee requests for medical leaves of absence and the extension of medical leaves. The Employer agrees that in considering requests for medical leaves of absence, or extensions, outside of the contractual guarantee, management will exercise discretion based on the individual circumstances related to the leave request on a case by case basis. In considering these requests, the Employer acknowledges its contractual obligation in considering its operational needs, the employee's work record, and verifiable medical information that the employee can return at the end of the extension period with the ability to perform his/her job duties.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 4/12/96
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 4/10/96
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 4/12/96
Susan O'Doherty Date

1 APPENDIX O-12

2 LETTER OF INTENT

3
4 Article 19 - PERMANENT-INTERMITTENT EMPLOYEES

5
6 Section 6 - Reports Provided by the UA

7
8
9
10
11 The parties agree that in the event permanent-intermittent employees are used in
12 the Employment Service Agency, the Employer will provide notice to the Union
13 and will meet with the Union on request to determine what information is
14 available on permanent-intermittent employees and what information will be
15 provided to the Union.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 4/14/99
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 4/14/99
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 4/14/99
Susan O'Doherty Date

16

1 APPENDIX O-13

2 LETTER OF INTENT

3 Article 22 - ECONOMICS

4
5 Section 8. Continuation of Group Insurances.

6
7
8
9 During Bargaining in 1991, the parties discussed the issue of continuation of
10 group insurances ("direct pay" option) for permanent-intermittent employees.

11
12 The parties recognize that a permanent-intermittent employee, upon furlough,
13 will be offered the opportunity to continue group insurances according to Article
14 22, Section 8.A(3), and will have the appropriate "direct pay" forms mailed in a
15 timely manner by the departmental Employer if the Employer does not anticipate
16 that the employee will be returning to work within one or two pay periods.

17
18 However, if the Employer believes that the permanent-intermittent employee will
19 be returning to work within one or two pay periods, the enrollment will be
20 reported to the appropriate insurance plan administrator or HMO for up to two
21 pay periods as a "premium not taken," according to current practice of the
22 Department of Civil Service, and a premium will be deducted from the
23 employee's first pay upon return to work. If the permanent-intermittent employee
24 does not return to work within two pay periods, the employee will then be offered
25 the opportunity to continue group insurances according to Article 22, Section
26 8.A(3), and will have the appropriate "direct pay" forms mailed in a timely manner
27 by the departmental Employer.

FOR THE EMPLOYER

FOR THE UNION

/s/William C. Whitbeck 9/11/91
William C. Whitbeck Date
Director, Office of the
State Employer

/s/ Victoria Cook Bumbaugh 9/10/91
Victoria Cook Bumbaugh Date
President, Local 31-M, SEIU
AFL-CIO, CLC

/s/ Susan O'Doherty 9/11/91
Susan O'Doherty, OSE Date

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